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## The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 5, 1887.

## CURRENT TOPICS.

PRACTITIONERS interested in the cases recently transferred to Mr. Justice KEKEWICH should be prepared for their coming into the daily list at a comparatively early date. The cases which were in his list before the transfer are being disposed of with considerable rapidity.

THE PROGRESS made by the Court of Appeal in dealing with the lists before the two divisions has recently been exceptionally rapid, and this observation extends both to final and interlocutory appeals. Court of Appeal No. 1 is particularly forward with its work, and, if the present rate of progress continues, there is good reason to anticipate that at the close of the sittings there will be no arrears of the cases in the lists at the commencement of the present sittings.

THE ANNOUNCEMENT made by the President of the Incorporated Law Society at the meeting last week, that the existing regulations relating to the Preliminary Examination are to be repealed, and that new regulations are now before the judges, will occasion very general satisfaction, particularly when coupled with his hint that the new regulations are not in the direction of lowering the standard, by which we suppose we must understand that they raise it. The passage in last year's report, intimating that the council "saw no reason" for altering the Preliminary Examination, was a grave mistake, as we pointed out at the time, but the council have acted wisely in promptly reconsidering the matter, and we hope that the new regulations will be found to afford some real guarantee of "a reasonably liberal education."

NO OBJECTION can be raised to the appointment, at the meeting of the Incorporated Law Society, of a committee to consider and report to the council whether it is or is not expedient to assimilate the practice as to the conduct of auction sales in England generally to that which prevails in the North of England, except this, that it is rather late in the day to attempt a revolution in the London practice. The committee might well have been appointed soon after the issue of the Remuneration Order, when there was no settled practice, and we were urging, week after week, the then council to afford some general guidance to bewildered practitioners. But the Order has been in operation now for over four years, and the question referred to the committee for discussion has long been virtually decided. The London solicitors, as a body, have refused to adopt the Liverpool practice, and it is, at least, doubtful whether they will be induced to alter a decision, no doubt arrived at in most cases after individual consideration of the arguments freely urged on both sides at the time of the issue of the Order, by the report of any committee or even the recommendation of the council. However, the committee can do no harm by threshing

out the arguments *pro* and *con* once more, and they may possibly make practical suggestions of facilities for carrying out in London the Lancashire practice, and lay a foundation for a recommendation by the council that solicitors in general ought to "wield the hammer"—all of which will smooth the way for London practitioners earnestly desirous of engaging in the occupations of bill-posting, advertising in newspapers, "getting a full attendance at the auction-rooms," &c., as vividly described in *Re Sykes, deceased* (*ante*, p. 185). But we confess we think that the committee might have been more usefully employed in considering the whole subject of the effect of the Remuneration Order, and the recent decisions upon it.

ACCORDING to a daily paper, an interesting question has arisen at Plumstead with regard to the right of disposal of the remains of a Roman lady who is supposed to have departed this life about A.D. 300. The owner of the land on which the remains, inclosed in a lead coffin, were recently discovered, perhaps encouraged by the decision of Mr. Justice CHERRY in the "pre-historic boat case," considered that he had "a lawful possession, good against all the world of, and therefore the property in," the remains. He promised to give the coffin to the Maidstone Museum, and "assigned his right" to the skeleton to a local surgeon. But the coffin and its contents, when discovered, had been imprudently removed to the mortuary in the parish churchyard, and it is stated that the vicar now refuses to part with them, and intends to have them interred in the churchyard. We presume that the vicar's contention is based on the common law obligation to provide decent burial; but there appear to be some difficulties in his way. In the first place, the obligation, as usually laid down, does not extend beyond the person under whose roof the death takes place, and applies only to the burial of remains "offending the feelings or endangering the health of the living." If it extends to skeletons and remains fifteen hundred years old, the British Museum and the College of Surgeons will have much to answer for. In the next place, it seems somewhat difficult to prove that the Roman lady was a parishioner, and unless she was, the burial of her remains in the churchyard would be an invasion of the rights of the living parishioners, and would require to be assented to by the churchwardens on their behalf. Again, who is to bear the cost of the re-interment? The statutory provisions enabling the expense to be thrown on the poor rate do not appear to be applicable to the case of the re-interment of remains supposed to be those of "a lady of rank." And, lastly, as the property in the Roman lady and her coffin appears to be in the owner of the soil in which they were discovered or his assignee, the vicar would seem to render himself liable to proceedings if he should insist on interring them.

THE DECISION of Mr. Justice KEKEWICH in *Alloard v. Skinner* contains an exposition of the law as to gifts made under undue influence, and renders it in one point at least more definite—viz., as to the nature of the competent independent advice which is allowed to be set off against such influence. The donor in the case was a sister in a convent who subsequently left it and wished to recall her gifts. The donee was the lady at the head of the convent, who took, of course, not for herself, but for the sisterhood. The relation between the parties was thus a religious one, and it was held that so subtle and so strong is religious influence that a person surrounded by it day by day in conventional life could not but be unduly affected by it. The influence, then, being so strong that the donor by herself was not a free person, how could the gift be supported? Clearly by re-enforcing her in some way so as to put her in the position of a free person. It was settled by *Rhodes v. Bate* (14 W. R. 292, 1 Ch. 252) that one way of doing this was to give her competent independent advice. The present case decides that such advice need not be legal advice, and that, if given, it is sufficient to save the gift for the donee, even though the influence on the donor be so strong as to make it certain that the advice will not be taken. As to the first point, Mr. Justice KEKEWICH thought that, in a case like the present, involving a conflict of reason and emotion, the advice of a prudent layman would be better than that of a lawyer (why, we are at a loss to imagine), and such advice had in fact been given. As to

the second point, it seems strange that advice alone should be sufficient, the donor being so much under the undue influence as to be sure to neglect it. Yet this appears to have been the opinion of the court, although the donor has hardly been restored, as sound principle requires, to the position of a free person. Perhaps we may overcome the difficulty by observing that she must be capable of exercising her judgment. Although this was not expressly laid down, it is clearly implied by the manner in which the latter part of the judgment was devoted to proving it. We are thus probably left in as satisfactory position as possible. Undue influence cannot be exactly measured; such a complete subjection of the donor as would leave her without any power of rational judgment must be regarded as due to extreme mental weakness, and then the court would interfere. But provided she is of fair intelligence and able to make a decision, and provided she has independent advice, these are enough to balance any ordinary amount of undue influence; and if the donor chooses to yield to it rather than follow the advice, she does so freely, and there is no room for repentance afterwards. Such at least appears to be the outcome of the case in question, but a different decision might be arrived at either if the undue influence were shewn to have been exerted with special force, or if the donor had no sufficient intelligence of the transaction to which advice could usefully be addressed. The mere fact of her yielding deliberately to the influence and peremptorily disregarding the advice is no ground for relief.

LORD COLE RIDGE frankly admitted in the House of Lords on Monday the error he had made in allowing Lord GRAVES to waive his privilege of trial by his peers on the authority of *Earl Ferrers' case* (Foster's Crown Law, 138). Earl FERRERS was in fact tried by the Lords, and by them condemned to death. The points decided by the judges were of quite a different nature, the chief one being the applicability to his case of a then recent Act "for better preventing the horrid crime of murder" (25 Geo. 2, c. 37), which regulated the management of the prisoner after sentence, and, amongst other things, limited his diet to bread and water. But when Lord COLE RIDGE went on to justify his decision on general grounds of law, he met with no sympathy from the House, questioning, as he did, the authorities upon which the law is founded in a manner which he would hardly have allowed in an argument before himself. It may be illogical to reason from the words of Magna Charta, as the courts have done, that a peer in a suit by the Crown can only be tried by his peers, and then to limit this, as the courts have also done, to treason and felony and misprision of the same; but the limitation is well established, and for all lesser crimes a peer is tried by jury. This, however, is quite separate from the general question of a peer's right to waive his privilege, whatever it may be, which is settled by *Lord Dacre's case* (Sir J. Kelyng, p. 56). This is reported by SPELMAN, from whose manuscript Chief Justice KELYNG took it. Lord DACHE of the North was indicted for treason at the assizes in Cumberland for adhering to the Scots, and was tried by his peers in 1585. "The day before, all the judges assembled to resolve certain questions which might arise upon the said trial, so that if any question should be asked them they might resolve *una voce*; and one question was whether the prisoner might waive his trial by his peers and be tried by the country, and they all agreed he could not, for the statute of Magna Charta is in the negative: *ne super eum ibimus, nisi per legale judicium parium suorum*; this is at the King's suit." This decision has passed into the text-books, and has been settled law ever since (Coke's Inst. II., 48; III., 30; Hawkins' Pleas of the Crown, II., 584). Lord COLE RIDGE, however, doubted it, because the words of Magna Charta just quoted are perfectly general, and would include trial for all crimes. But nothing is clearer than the fact that they have been restricted to treason and felony. Mr. Justice STEPHEN, in his *History of the Criminal Law*, recognizes this without a doubt, but says that he is unable to give the history of the limitation (I., 162). It would seem, however, he remarks, to be as old as 1442, for a statute of that year, after reciting that Magna Charta provides that no free man shall be punished except by judgment of his peers, while it says nothing of ladies of great estate, enacts that in trials for treason and felony these latter are to be tried like other peers of the realm. The difficulty may perhaps be

removed if we notice that the trial of noblemen by their peers was not first introduced by Magna Charta. Lord COKE states that the words *legale judicium* are simply declaratory of existing rights (Inst. II., 48), and it is not improbable that such rights referred only to trials for treasons and felonies. At any rate the peers claimed special jurisdiction in these cases and were accustomed to exercise it even over persons who were not peers. In order to check this a statute of 4 Ed. 3 was passed (Coke's Inst. II., 50) enacting that no peers should be driven to give judgment on any others than on their peers according to the law. But in whatever way treasons and felonies came to be separated from other crimes, there is no doubt as to the existence of the distinction, and, when a rule of law has been so long established, it would be very dangerous to upset it by a literal interpretation of an ancient statute, without regard to existing usages by which the statute was at the time interpreted or which were suffered afterwards to grow up. We might as well go back to the Statute of Frauds and begin over again the costly process of ascertaining its meaning.

IN A CASE upon the construction of a will, which came on before Mr. Justice CHERRY this week upon an originating summons, it appeared that some of the counsel engaged had not been furnished with a copy of the will, but had to read from a recital of the will contained in the agreed statement of facts, which recital was in the third person. Mr. Justice CHERRY observed that, in cases on the construction of wills, it was very important for counsel to have a copy of the will itself, so that they might be in a position to state to the court the *ipsoeisima verba* of the will.

#### "A WARNING TO MORTGAGEES."

THE decision in *Newbould v. Smith* (33 W. R. 690, 29 Ch. D. 882; on app., 34 W. R. 690, 33 Ch. D. 127) has occasioned much alarm among mortgagees and their advisers, and in a paper, entitled "A Warning to Mortgagees," read before the last annual provincial meeting of the Incorporated Law Society, the decision was described as imperilling "millions of money belonging to thousands of mortgagees." It is considered, and we shall endeavour to shew, that there is no ground for this alarm. No doubt the decision is one that will be followed, but all that it really amounts to is, that it is impossible for a stranger to the contract to keep alive a mortgage by making payments—*i.e.*, gifts—to the mortgagor, and that, if the mortgagor is paid his interest by a person who states that he is the agent for the mortgagor, the mortgagee must ascertain that this statement is true, for, if it is not, no payment by the person pretending to be agent will prejudice the mortgagor by keeping the debt alive against him.

The first point in *Newbould v. Smith* arose on an equitable mortgage made by C. E. Smith to Newbould in 1866 by deposit of deeds of houses in Montague-street. The debt was therefore a simple contract debt. In July, 1878, C. E. Smith assigned the equity of redemption to B. Smith and S. Smith, "subject to the mortgages and charges thereon." No entries or evidence of payments were found from February, 1866, to September, 1878, in which month there was an entry by Newbould in his books of a receipt by him from C. E. Smith, which entry was objected to as not being evidence. But assuming, as the learned judges did, that this entry was evidence of a payment by C. E. Smith of interest to Newbould, still, long before this entry—namely, in 1872—the personal debt from C. E. Smith by simple contract had been barred, and there only remained a debt secured on the land by deposit of deeds, and the land having ceased to be C. E. Smith's, no payment by him could keep on foot the mortgage against it.

The decision turned entirely on the fact that C. E. Smith had ceased to be liable for the debt. Lord Justice Lindley, in his judgment, expressly mentions that the simple contract debt was barred, and that there was no evidence to shew that C. E. Smith made the payment as the agent of the owner of the land.

The second point in the case arose on a legal mortgage made in 1863 by C. E. Smith to Alderson of houses in Franklin-street. Interest was paid up to 1866 by Newbould, who up to that time was C. E. Smith's solicitor. Newbould continued to pay the interest after that time, but the Court of Appeal expressly decided (see 33 Ch.

D., at foot of p. 131, and the last paragraphs of the judgments of Lindley and Lopes, L.J.J.) that there was no evidence to shew that Newbould was the agent of C. E. Smith in making these payments, so that for all purposes of the Statute of Limitations the payments were never, in fact, made. The case was exactly that put by the Lord Chancellor in *Chinnery v. Evans* (11 H. L. Cas. 115), that money paid by a stranger to the contract under which it is paid would not have the characteristics and legal quality of payment.

It follows that the decision in *Newbould v. Smith* does not conflict with *Chinnery v. Evans*, or touch the ordinary case of mortgagor and mortgagee when the mortgagor assigns the equity of redemption and afterwards continues to pay interest. He remains liable to pay notwithstanding assignment, and the payment by any person liable keeps alive the debt and security against the land and all other persons liable. This is distinctly decided in *Chinnery v. Evans* (a decision of the House of Lords, and not to be overruled), besides other cases. But where the payment purports to be made through an agent, the mortgagees must take care to see that the professed agent has authority to make the payment.

The warning to be drawn is one that we have already given (30 SOLICITORS' JOURNAL, 665)—viz., that a mortgagee who receives his interest, according to the common practice, through a solicitor, must take care that the latter is the agent of the person who ought to pay the interest. It can happen but rarely that a solicitor continues to make payments of interest after his client has parted with the equity of redemption, and therefore the risk of a mortgagee's losing his money under the doctrine of *Newbould v. Smith* is not very great.

#### Covenants running with the Land.

##### (I.) COVENANTS IN LEASES (continued).

(b.) *Benefit of covenants by the lessee.*—It is curious that, while the common law allowed the assign of the lessee to be substituted for him in bearing the burden of the covenant, it was otherwise when the benefit was sought to be enjoyed by the assign of the lessor. It is doubtful, at least, whether such a transfer was permitted, and, if it was, it was probably only allowed in the case of covenants connected with payment of rent or other services of a similar nature, such as doing suit to the mill of the lessor (*Vivian v. Arthur*, 1828, 1 B. & C. 410). As, however, the necessity of the transfer is obvious, an opening occurred for the statute law, and by this the matter is regulated. The question first became pressing at the time of the dissolution of the monasteries. The reversions upon leases granted by the monks fell into the King's hands, and were by him regranted, but the regrant did not carry with it the benefit of the covenants entered into by the lessees. To remedy this the statute 32 Hen. 8, c. 34, was passed. By this provision was made for the case just mentioned, as well as for that of any other assignment of a reversion by the King. But the important point is that the same favour was extended to grantees of reversions generally, whether the grant was made by the King or any other person. In such case the grantee stands in the shoes of the original lessor, and has the same remedy against the lessees and their assigns that he had. For the time, doubtless, this was found to be a very beneficial change, but it was far from complete. In order to profit by it the new reversioner must have been the assign of the old one, and he must also hold the very same reversion.

The first difficulty arose in regard to settlements, where it is often hard to see how the successive owners of the reversion are assigns from each other. But the courts had subtleties to remedy this. Thus, where lands were devised to A. for life, remainder to B. for life, with power to A. to make leases, and A. made a lease in favour of C. and then died, the question arose whether B. could sue upon the covenants in the lease. It was held upon the authority of Lord Coke in *Whitlock's case* (8 Rep. 70) that the lease was really granted by the author of the power, and as B. took directly under him, he was an assign within the statute: *Isherrwood v. Oldknow* (1815, 3 M. & S. 382). But the other difficulty was more formidable. The covenant only ran with the reversion so long as it continued to be the same reversion as that to which it

was originally incident. Hence, if this reversion was destroyed, the benefit of the covenants was destroyed with it. This was in practice a serious inconvenience affecting all cases of sub-letting. Thus, out of a lease by A. to B. for one hundred years, B. grants an underlease of twenty years to C. If now B. surrenders his lease to A., the reversion to which C.'s covenants are incident is gone, and though A. is clearly an assignee from B., he has no remedy upon them. In an early case in Moor of this kind A. granted his reversion in fee to D., and D. purchased B.'s reversion upon the underlease. This was merged as above in the reversion in fee, and D. was left helpless (Moor, 94). The inconvenience was chiefly felt when the manse lessee wished to surrender his lease in order to obtain a new one, and a remedy was applied to this case by 4 Geo. 2, c. 28, s. 6. This, however, was only partial, and the Legislature failed to see that, if the covenants were to run with the reversion at all, they must run with it universally, whatever form it may assume; in other words, the benefit must be available for anyone who has, in fact, the next estate expectant upon the lease in whatever way he has obtained it. Till this point is reached the covenants are not properly incident to the reversion. It is necessary to divide the whole interest in the land simply into the interest in possession and the interest in reversion, and to attach the covenants always to such reversion. Of course this is the simplest case; there may be several successive interests in reversion one behind the other; we are only concerned with the one immediately expectant on the estate or interest of the covenant in question. Such a general change was effected by 8 & 9 Vict. c. 106, s. 9, but in an artificial and perplexing manner. It was left for the Conveyancing Act, 1881, to go to the root of the matter and make the covenant incident to the reversionary estate simply, however it has arisen. Thus section 10 (1) enacts, in effect, that the benefit of a covenant in a lease, having reference to the subject-matter thereof, and which is binding upon the lessee, shall be annexed to the reversionary estate in the land immediately expectant on the term granted by the lease. An important inroad is made, too, upon the old doctrine of privity of estate as between lessor and lessee. According to this the covenant must be made between two parties, each having a legal interest in the land—the owner of the legal reversion, and the person taking an actual lease. This was a stumbling-block in the way of mortgagors, who, in making leases with the concurrence of the mortgagee, found it impossible to gain the benefit of the covenants for their assigns. Such was the case in *Webb v. Russell* (1789, 3 T. R. 393). There a mortgagor and mortgagee leased to A., who covenanted for the rent and to repair with the mortgagor and his assigns. The mortgagor assigned his equity of redemption, and it was held that the assign could not sue on the covenants because they were collateral to his interest. Lord Kenyon, C.J., said:—"It is not sufficient that a covenant is concerning the land, but in order to make it run with the land there must be a privity of estate between the covenanting parties." So, too, in *Purgeter v. Harris* (1845, 7 Q. B. 708), where the lease disclosed that the lessor had only an equitable title.

Some deviation from the strictness of this doctrine was, indeed, allowed in *Wakefield v. Brown* (1846, 9 Q. B. 209). There the lessee covenanted with three persons, of whom only one was the legal owner. One having died, the other two—the legal owner and another—were allowed to sue the lessee's assign on the covenant to repair. Lord Denman, C.J., remarked that there was privity of estate between the defendant and one of the plaintiffs at any rate. Accordingly, in *Magnay v. Edwards* (1853, 13 C. B. 479), this decision was followed, though with reluctance, and a mortgagor and mortgagee of one half of land on lease, and the legal owner of the other half, were allowed to sue the lessee's assign on a covenant to pay the rent. But the question is now set at rest, as regards leases made since 1881, by the section of the Conveyancing Act just quoted. The person entitled to the income—that is, the beneficial owner—is to be at liberty to sue upon the covenants as well as the legal reversioner. Thus, although the clear rule which required privity of estate is gone, the more intelligible principle has been established that the person who really requires the benefit of the covenants is entitled to sue upon them.

It is to be noticed, too, that the words in italics in the quotation of the section shew that collateral covenants are ex-

cluded, a matter which the statute of Hen. 8 had left for judicial construction.

(c.) *Burden of covenants by the lessor.*—It is probable that the assignee of the reversion had to take it with the burden of any covenants incident thereto. Indeed, had the law been otherwise, it would have been easy for a lessor to have got rid of covenants which proved to be too onerous. But, however that may be, the statutes that have decided when the benefit of the lessee's covenants shall run with the reversion have done the same for the burden of the lessor's. Thus the statute 32 Hen. 8, c. 34, s. 2, gives the lessee and his assigns the same remedy against grantees of the reversion as he or they would have had against the original lessor. In the same way the Conveyancing Act, 1881, deals with the subject, though in terms suited to the extended powers of limited owners. Thus a limited owner can, in strictness, only enter into contracts which will bind his own limited reversion, but by various modern statutes he is able to do more than this and bind the reversion of those who succeed him. Hence it is enacted (Conveyancing Act, 1881, s. 11 (1)) that the burden of a lessor's covenant, made with reference to the subject-matter of the lease, shall be annexed to the reversionary estate immediately expectant on the term granted by the lease, so far, that is, as the lessor has power to bind such reversionary estate. And to make the matter clearer, it is provided that the covenant may be enforced against any person for the time being entitled to the reversionary estate. Thus the same person who takes the benefit of the lessee's covenants has to bear the burden of the original lessor's.

(d.) *Benefit of covenants by the lessor.*—It appears that the benefit of the lessor's covenants runs with the land in favour of the assigns of the lessee. This may be gathered from the fourth and sixth resolutions in *Spencer's case*. The fourth resolution speaks of the covenant for title implied in the words *concessi* or *demisi* and states that as the assign of the lessee takes the fruits of the land in return for the labour and money he expends on it, so, if evicted, he ought to have the same remedy against the lessor as the original lessee; and that the lessor has no reason to complain since it is but holding him to the contract which he himself made. The sixth resolution speaks of a covenant to repair being binding upon assigns of the lessee, and puts it on the ground that the assigns *take the benefit of such a covenant when made by the lessor* and so should bear the burden of it when made by the lessee. But the matter is made clear by the section of the Conveyancing Act just quoted. It is there enacted that the benefit of a covenant by the lessor, having reference to the subject-matter of the lease, shall belong to the person in whom the term is from time to time vested by conveyance, devolution in law, or otherwise.

It will thus be seen that the Conveyancing Act now governs three out of the above four points—viz., both the burden and the benefit of a lessor's covenants and the benefit of a lessee's covenants. But as to the burden of a lessee's covenant, that is still governed by the common law. While many of the recommendations of the Real Property Commissioners have been adopted, the one which proposed to simplify these covenants has not found favour, and the distinctions of *Spencer's case* still survive to startle lessees and promote litigation. This is the more curious as the progress of the law on the other points has been steady in the right direction, and the Conveyancing Act seems to have placed them on a sound basis. It has been recognized that the covenants affecting the reversion, whether by way of benefit or of burden, are attached, not to any particular person or to any particular estate, but to the reversion as such. They are, properly speaking, real covenants. They may be entered into by any person who has power to bind the reversion, and they may be enforced by or enforced against any person who holds such reversion, and that whether he be entitled to it at law or in equity. The first of these provisions prevents a covenant from being in gross because not entered into with a person having a legal estate in the land, and the second puts the beneficial owner in the position he ought to occupy, while not exempting the legal owner from the duties, or depriving him of the benefits, of his legal estate. In the succeeding articles we shall treat of covenants other than those contained in leases.

Tuesday's *Gazette* contains an Order in Council, entitled "The Rabies Order of 1887," laying down fresh regulations in regard to animals found to be affected with rabies—more especially dogs.

## CORRESPONDENCE.

### THE REMUNERATION ORDER.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the cases of *Re Wilson* and *Re Sykes* and your comments thereon, I shall be much obliged if you, or your readers, will kindly enlighten me as to my position in the following circumstances:

In an administration action in the Palatine Court an order was made (*inter alia*) for the sale of the testator's real and leasehold estate. A proposal was carried in by the trustees for the sale of the testator's estate, situated at Penrith, and the registrar, in pursuance thereof, ordered the estates to be put up for sale by auction at an hotel there, and, in the meantime, directed that the conditions of sale (which were long and complicated) should be settled by counsel. As solicitor for the trustees, I attended the sale at Penrith, but, unfortunately, none of the lots sold. I have since negotiated a sale of all the lots to one purchaser for £3,600.

To what remuneration am I entitled (the trustees paying the auctioneer's charges), in respect of the abortive sale by auction? Clearly I am not entitled to charge the scale fee for conducting the sale by auction. Can I, then, make out my charges under schedule II., or am I to receive nothing for the preparation of the conditions of sale and attendance at the sale, not having elected to charge under schedule II. before undertaking the business?

JUVENIS.  
Manchester.

[Clearly under schedule II., for business not, in fact, completed, under clause 2 (c) of the order.—ED. S. J.]

### PRODUCTION OF RECEIPT FOR PREMIUM ON INSURANCE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—We should like some of your readers to give us their opinion on the following point:—A client of ours is the owner of freehold ground rents; there is a covenant in the ground lease on the part of the lessee to insure and to produce the policy of insurance to the ground landlord when required. We have for some time been collecting the rents of the property; in our notices there is always a foot-note requesting the lessee to produce the last receipt for premium to enable us to see that the insurance covenant is duly performed. This the lessee has for many years neglected to produce, and he has consequently put us to the trouble of writing him several letters requesting him to do so. In consequence of the lessee's persistent inattention to our letters, we at last informed him that we should be compelled to take stronger measures unless he produced the receipt at once; this having no effect, we prepared and served him with a notice under the Conveyancing Act, stating the breaches of covenant he had committed, and requiring him to remedy the same and to make compensation for the breach. The notice had the effect of making the lessee produce the policy and last receipt, but he declined to make any compensation. We thereupon prepared a statement of compensation claimed by our client, which was made up of the costs of the notice and of the letters we had written, and sent it to him, but without producing any effect beyond several letters from his solicitors, and ultimately one stating that they would accept service of any process. Our only remedy now it seems to us is to commence an action in the High Court for ejectment, as the property is too large for the county court to have jurisdiction, but we are unwilling that our client should commence expensive litigation for so small an amount, and yet, at the same time, we do not feel at all disposed to sit down calmly and take no more notice of the matter. It seems monstrous that the lessee should put us and our client to this expense and trouble, and we are likely to have continual difficulty in making him keep his covenant in future, and we really should be glad if some of your readers could suggest any course by which we could bring the lessee to book without our client incurring the expense of instituting an action for ejectment.

January 27.

P. & V.

The general meeting of the Irish Solicitors' Benevolent Association was held on Monday. The report announced an increase of annual income from £348 5s. to £402 3s., that forty new annual members and two new life members had been obtained, and that the capital consisted of £3,901 railway debenture stock. The chairman (Mr. William Findlater), in the course of his remarks, said that: "They found the chairman of the English Benevolent Association stating that only one-fifth of the practising solicitors of England were members of the association. But they (the Irish Association) shewed a better record than that, for he found that in Ulster, out of 314 practising solicitors, 72, or nearly one-fourth, were members of the association. Leinster carried the palm. Out of 590 practising solicitors there were 281, or nearly a-half, belonging to this association. Out of 279 in Munster there were 52, or nearly one-fifth, and in Connaught, the poorest province of all, there were 15 members out of 68 solicitors, that is nearly one-fourth."

## BILLS IN PARLIAMENT AFFECTING THE PROFESSION.

The following is a list of some of the more important Bills affecting the profession which will be brought to the notice of Parliament during the present session:—

A Bill for the repeal of the solicitor's annual certificate duty.—Mr. O'HEA.

A Bill to provide for the appointment of a public trustee.—Mr. HOWARD VINCENT.

A Bill to amend the law in matters relating to real estate.—Mr. STAVELEY HILL.

A Bill to amend the Settled Land Acts.—Mr. ELTON.

A Bill to regulate the imposition of mining royalties in the United Kingdom.—Mr. CONYBEARE.

A Bill to facilitate the creation of allotments of land.—Mr. JAMES COLLINGS.

Another Bill by Mr. Collings to facilitate the creation of small holdings in land.

A Bill to enable certain leaseholders to acquire the freehold of their property by paying compensation or (at the option of the freeholder) a perpetual rent.—Mr. LAWSON.

A Bill for the same purpose by COLONEL HUGHES.

A Bill to facilitate, on equitable conditions, the conversion of long leasehold tenures of houses in towns into freehold.—Sir JOSEPH MCKENNA.

A Bill to amend the Commons Inclosure Acts.—Mr. JAMES.

A Bill to alter the law relating to the descent of land by the custom of primogeniture.—Mr. COURTNEY KENNY.

A Bill to amend the law relating to accumulations.—Mr. COzens-HARDY.

A Bill to amend the system of private Bill legislation.—Mr. CRAIG SELLAR.

A Bill to consolidate, simplify, and amend the law relating to Parliamentary elections and for other purposes.—Mr. HOWELL.

A Bill to amend the Parliamentary Elections (Corrupt Practices) Acts.—Mr. DE LISLE.

A Bill to exempt (to a limited amount) personal property of householders from seizure and sale under legal process.—Mr. EDMUND ROBERTSON.

A Bill to amend the Employers' Liability Act, 1880.—Mr. BURT.

Another Bill for the same purpose by Mr. WM. McDONALD.

A Bill to grant more extensive powers to county court judges in cases of bankruptcy.—Mr. MULHOLLAND.

A Bill to amend the law relating to agricultural holdings in England.—Mr. CHANNING.

A Bill to amend the administration of the law of income tax.—Mr. HUBBARD.

## CASES OF THE WEEK.

HOCKEY v. EVANS AND ANOTHER.—C. A. No. 1, 27th January.

PRACTICE—INTERPLEADER SUMMONS—CLAIMANTS TO STATE THE NATURE AND PARTICULARS OF THEIR CLAIMS—ORDER FOR PAYMENT OF CLAIM—MEANING OF "CLAIM"—R. S. C., 1883, LVII, 5.

This was an action against the defendants, as Sheriff of Middlesex, to recover the sum of £23 7s. 8d. The sheriff seized in execution certain goods which were claimed by the present plaintiff under a bill of sale. The sheriff took out an interpleader summons under Ord. 57, r. 5, "calling on the claimants to appear and state the nature and particulars of their claims," and the claimant (the present plaintiff) made an affidavit in which he stated that the goods belonged to him under the bill of sale, and that there was due and owing to him, under the said bill of sale, the sum of £750 and interest thereon. The master thereupon made an order that the sheriff should sell the goods, and out of the proceeds of the sale (after deducting the expenses and rent), should pay to the claimant the amount of his claim, and the balance to the execution creditor. The sheriff sold the goods, and the claimant sent him in a further claim for £23 7s. 8d. for costs, charges, and expenses incurred by the claimant in relation to the bill of sale, and which was secured by the bill of sale. The sheriff refused to pay him this sum in addition to the £750 and interest, on the ground that it was not claimed in the affidavit, and that the master's order did not warrant him in paying it. The claimant thereupon brought this action to recover that sum, and Lord Esher, M.R., who tried the case without a jury, held, after an inquiry as to the practice in chambers, that the claim was not limited by the affidavit, and gave judgment for the plaintiff.

THE COURT OF APPEAL reversed this judgment. Sir JAMES HANNAN said that such a practice in chambers was plainly inconsistent with the rules. Ord. 57, r. 5, did not mean that there should be a vague statement of the "claim," but one giving the necessary information upon which the master might proceed. The information contained in the affidavit was the only information before the master as to the claim. He thereupon made an order directing the sheriff to sell and pay the claimant the amount of his "claim." That meant the claim put forward before the master, which only included £750 and interest. The sheriff was accordingly not bound to pay the claimant the £23 7s. 8d. for costs and expenses, and so the action failed. BOWREY and FRY, L.J.J., concurred. —*Counsel, Winch; Cook, Q.C., and Rose-Innes, SOLICITORS, Collins & Wilkinson; W. W. Burrell.*

DAWES v. FOUNTAIN—C. A. No. 1, 1st February.

POWER TO REFER MATTERS TO A JUDICIAL REFEREE—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 57—R. S. C., 1883, APPENDIX K., FORM 33.

This was an appeal by the plaintiff from an order of Grove, J., in the action to the following effect:—"That all questions in this action be tried by an official referee, who shall have all the powers of certifying and amending of a judge of the High Court of Justice, and shall direct judgment to be entered and otherwise deal with the whole action pursuant to ord. 36, r. 50." It was admitted that the order had been made under section 57 of the Judicature Act, 1873, and that the plaintiff had not consented to the making of the order. Several questions of law were raised by the defence and rejoinder. The plaintiff now contended that the order was bad, since it referred questions of law to the decision of the official referee.

THE COURT (Lord ESRIN, M.R., and FRY, L.J.) allowed the appeal. The Master of the Rolls said that the case no doubt involved complicated questions of accounts which could be better tried before an official referee than before a jury, but the judge had no power to refer the cause to him for trial. The questions of fact alone should have been referred. The judge had exceeded his jurisdiction in giving the official referee, by this order, power to hear and determine questions of law. FRY, L.J., in concurring, said that, in his opinion, the error arose from the form in which the order of reference had been drawn up. A proper form for such an order was provided by R. S. C., Appendix K. (No. 33). He regretted to say that the forms given by the rules were habitually disregarded, to the serious loss of litigants and to the great inconvenience of the Court of Appeal. The form given provided either for all the questions in the action (when they were all questions of fact) or for the questions of fact in the action being referred, and the proper course in the present case would be for an order to be drawn up in accordance with that form, referring the questions of fact for the report of the official referee. That course was the one contemplated both by the section and the form where there were mixed questions of law and fact.—*Counsel, Blake Odgers; Murphy, Q.C., and Lainy, SOLICITORS, Sharpe, Parkers, & Co.; Field, Roscoe, & Co.*

*Re CROSBY, MUNNS v. BURN—C. A. No. 2, 2nd February.*

R. S. C., 1883, LVIII, 3, 15—LEAVE TO APPEAL AFTER EXPIRATION OF TIME—ERROR AS TO LENGTH OF NOTICE—FINAL ORDER.

This was an original motion for leave to amend a notice of appeal. The action was brought for the administration of an estate on the 5th of November, 1886. Bacon, V.C., made an order admitting a claim against the estate. On the 23rd of November a notice of appeal from this order was served, which stated that the Court of Appeal would be moved on the 27th of November to reverse the order. On the 17th of January, 1887 (the appeal not having come on for hearing), the solicitors of the respondent wrote to the solicitors of the appellant, stating that they had been advised by counsel that the notice of motion was bad, because it ought to have been a fourteen days' notice, and adding, "We presume you will not prosecute the appeal." On the 29th of January the appellant served notice of an original motion in the Court of Appeal for leave to amend (if necessary) his notice of appeal by substituting the date "7th December" for the date "27th November" as the date on or after which the court would be moved. Rule 3 of order 58 provides that "notice of appeal from any judgment, whether final or interlocutory, or from a final order, shall be a fourteen days' notice; notice of appeal from any interlocutory order shall be a four days' notice."

THE COURT OF APPEAL (COTTON, LINDLEY, and LORAS, L.J.J.) granted an extension of the time for appealing. COTTON, L.J.J., was of opinion that the order appealed from was a final order which required a fourteen days' notice of appeal. In his lordship's opinion the notice could not be amended as asked when the day had passed for which it ought to have been given. It would have been a different matter if the application to amend had been made before that day had passed. But his lordship thought that leave ought to be given to the appellant to give a fresh notice of appeal, notwithstanding the expiration of the twenty-one days allowed for appealing. The court had, no doubt, been very strict as to giving leave to appeal after the expiration of the time. But in the present case there was a notice on which the court might have acted if the respondent had appeared to it. The appellant must give his fresh notice at once, and he must pay all the costs incurred by the respondent by reason of the informal notice. LINDLEY and LORAS, L.J.J., concurred.—*Counsel, A. Young; Ince, Q.C., and St. John Clerks, SOLICITORS, John Holmes & Son; Leathley & Phipson.*

BRAY v. GARDNER—C. A. No. 2, 2nd February.

PATENT—AMENDMENT OF SPECIFICATION PENDING ACTION FOR INFRINGEMENT—LEAVE OF COURT TO APPLY TO PATENT OFFICE—TERMS TO BE IMPOSED—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 19.

The question in this case was, what terms ought to be imposed on a plaintiff who has brought an action for the infringement of a patent, on giving him liberty, pending the action, to apply for leave to amend by way of disclaimer the specification of his patent. Section 19 of the Patents Act of 1883 provides that "in an action for infringement of a patent and in a proceeding for revocation of a patent the court or a judge may at any time order that the patentee shall, subject to such terms as to costs and otherwise as the court or a judge may impose, be at liberty to apply at the Patent Office for leave to amend his specification by way of disclaimer, and may direct that in the meantime the trial or hearing of the action shall be postponed." In the present case Stirling, J., had given

the plaintiff liberty to apply for leave to amend his specification by way of disclaimer, provided that the specification as amended should not be receivable in evidence in the action, and that the costs of, and occasioned by, the application should be the defendant's costs in any event. The costs of the motion to be costs in the action. On behalf of the plaintiff it was urged that these terms were too onerous, and that he was placed in a worse position than if he had discontinued his action, and had commenced a new one after amending his specification.

The COURT OF APPEAL (COTTON, LINDLEY, and LOPEZ, L.J.J.) affirmed the decision. COTTON, L.J., said that the terms to be imposed were in the discretion of the judge, and no special ground had been shown for not imposing these terms. Section 19 apparently assumed that there might be cases in which it would be right that the amended specification should be received in evidence in the action, and his lordship did not intend to decide that in no case ought it to be receivable, or that the leave must in every case be given only on these terms. Each case must depend on its own circumstances. But, as a general rule, and under ordinary circumstances, these were the proper terms to impose. The plaintiff who made such an application admitted that he had not complied with one of the conditions on which the patent was granted, and that, if the action went on, the defendant might be able to raise the defence that there was no patent on which the action could be maintained. It would be wrong to allow the plaintiff to get rid of that disadvantage as against the defendant. It might be asked, What benefit would the plaintiff gain by amending his specification if he could not use the amended specification in the action? But there might well be other persons than the defendant as against whom it might be most material for the plaintiff to obtain an amendment of his specification, so that he might be able to sue them. It was very desirable to make patentees more careful in framing their specifications, which were often very carelessly drawn. LINDLEY, L.J., said that the appeal had been argued on general principles, and the court did not know what the special circumstances of the case were. But he inferred from what the plaintiff's counsel had said that, if the proposed amendment were not made, the action must fail. That would not always be the case when a plaintiff desired to amend his specification by a disclaimer. The court was not laying down the rule that these terms were to be invariably imposed in every application under section 19. But care must always be taken that injustice was not done to the defendant, though the mode of protecting him might vary in different cases. In the present case his lordship could not say that the terms which had been imposed were too hard. LOPEZ, L.J., concurred.—COUNSEL, Moulton, Q.C., and A. A. Terrell; Aston, Q.C., and Carpmael. SOLICITORS, T. & H. R. Gill; Wilson, Bristows, & Carpmael.

*Re THE NEW CITY CONSTITUTIONAL CLUB*—C. A. No. 2, 29th January.

COMPANY—WINDING UP—LANDLORD—DISTRESS FOR RENT—LEAVE OF COURT—COMPANIES ACT, 1862, s. 163.

This was an appeal from the refusal by Kay, J., of an application made by a landlord for liberty to distrain for rent on goods in premises occupied by the company notwithstanding an order for the winding up of the company. Section 163 of the Companies Act, 1862, provides that when there is a winding up by the court or under supervision "any attachment, sequestration, distress, or execution put in force against the estate or effects of the company after the commencement of the winding up shall be void to all intents." The applicant had granted a lease of certain premises at a rent of £4,000 a year to a club, called the City Constitutional Club, and the lease contained a covenant not to assign without the consent of the landlord. That club was wound up, and its undertaking and effects, including the lease of the premises, was taken over by the company. The landlord, though he did not formally consent to an assignment of the lease, was party to an arrangement by which he recognized the purchase which had taken place, and the new company agreed to pay him the rent then in arrear "and all the subsequent rent accruing due under the lease in manner therein provided." It has been held that section 163 does not apply to cases of distress by a mere stranger to the company, who has no right to prove for rent in the winding up, and in *Ex parte Clemence* (23 Ch. D. 154) Fry, J., held that this rule applied in a case in which the landlord had taken from the company who occupied his premises a promissory note for the rent, and who, therefore, had a right of proof in the winding up on that note, though he had no right to prove for the rent as such. In the present case the goods in question were pledged to debenture-holders of the company for more than their value. Kay, J., considered that the case was governed by *Ex parte Clemence*, though he expressed his dissent from that decision.

The COURT OF APPEAL (COTTON, LINDLEY, and LOPEZ, L.J.J.) affirmed the decision, on the ground that the goods in question could not at the time the notice of motion was given by the landlord be considered as part of the estate or effects of the company, and that they were not protected from distress by section 163. COTTON, L.J., declined to give any opinion as to the correctness of the decision in *Ex parte Clemence*. LINDLEY, L.J., thought that it was somewhat difficult to reconcile *Ex parte Clemence* with some of the other cases, but he would not express any opinion on the point.—COUNSEL, Graham Hastings, Q.C., and Micklem; Physson Beale; Pearson, Q.C., Buckley, Q.C., and Hatfield Green. SOLICITORS, V. Ind Chamberlain; May, Sykes, & Batten; Davidson & Morris.

*Re MARTIN; LAND, BUILDING, INVESTMENT, AND COTTAGE IMPROVEMENT CO. v. MARTIN*—C. A. No. 2, 24th January.

APPOINTMENT OF NEW TRUSTEE—VESTING ORDER—"PERSON OF UNSOUND MIND"—JURISDICTION—TRUSTEES ACT, 1850, s. 2.

This case (noted *ante*, p. 217) was brought before the Court of Lunacy on

the original petition amended in pursuance of the leave given by North, J., by entitling it in lunacy.

THE COURT (COTTON, L.J.) took the same view of the case as North, J., had done, holding that a person whose state of mind was such as the evidence in the present case shewed it to be was a "person of unsound mind" within section 2 of the Trustees Act, and that the jurisdiction to make a vesting order was in the Court of Lunacy. COTTON, L.J., said that he had consulted with Lindley, L.J., who said that, upon consideration, he thought he had made too refined a distinction in *R. Phelps' Settlement Trusts* (31 Ch. D. 351).—COUNSEL, A. Beddall; Micklem. SOLICITORS, F. J. Mann; J. L. G. Powell.

*Re HUME*—C. A. No. 2, 31st January.

LUNACY—EVIDENCE—USING EVIDENCE FILED ON ONE PETITION UPON ANOTHER.

There were two petitions in this lunacy relating to two different trust estates, of both of which the lunatic was trustee. Leave was asked to use an affidavit which had been filed on one of the petitions upon the other.

THE COURT (COTTON, LINDLEY, and LOPEZ, L.J.J.) said that the proper course was to make a short affidavit on the second petition verifying the affidavit filed on the first.—COUNSEL, Farwell. SOLICITORS, Bird & Eldridge.

*WALKER v. CLARKE*.—Kay, J., 21st January.

PATENT—ACTION TO RESTRAIN THREATS—RIGHT TO INTERLOCUTORY INJUNCTION—QUESTION OF INFRINGEMENT OF DEFENDANT'S PATENT BY PLAINTIFF—PATENTS, &c., ACT, 1883 (46 & 47 VICT. c. 57) s. 32.

This case raised the question whether in an action brought to restrain a patentee from threatening legal proceedings for infringement the plaintiff can obtain an interlocutory injunction without satisfying the court that his manufacture does not constitute an infringement of the defendant's patent. Section 32 of the Patents, Designs, and Trade-Marks Act, 1883, enacts that an injunction may be obtained against the continuance of such threats "if the alleged manufacturer to which the threats related was not, in fact, an infringement of the legal rights of the person making such threats." The defendant, under a patent taken out in 1885, was a manufacturer of candle-lamps called "Fairy" lamps, and early in 1886 the plaintiff entered into negotiation with the defendant for the purpose of obtaining a licence to use the patent, in the course of which he informed the defendant that he could, under an old and expired patent, make lamps very similar to the defendant's without infringing his patent, and that, if they failed to come to terms, he should do so. The licence was not obtained, and the plaintiff, who traded under the name of John Walsh Walsh, subsequently manufactured and sold lamps called "Glow-worm" lamps, which were very similar to the "Fairy" lamps. On the 17th of November, 1886, the defendant wrote to Mr. Stephenson, a customer of the plaintiff, this letter:—"Dear Sir.—Caution.—Walsh's Glow-worm lamps are an infringement of my patent, and agents are now going through the country to get all the evidence they can to take legal proceedings against the vendors—that being the course decided on by my solicitors." Upon this letter being brought to the notice of the plaintiff, he brought this action, under section 32 of the above Act, to restrain the defendant from threatening legal proceedings in respect of the "Glow-worm" lamps, and he now moved for an interlocutory injunction under section 32 of the Act. On behalf of the defendant it was contended, in opposition to the motion, that, assuming the letter to Stephenson amounted to a threat of legal proceedings within section 32, still the plaintiff could not obtain the injunction unless he shewed that his lamps were not an infringement of the defendant's patent. That was the sole question to be considered, for both before and since the Act of 1883 the validity of the defendant's patent could not be called in question on motion for an injunction; the only change made by the Act was that now the question of the *bona fides* of the person making the threats was immaterial, but the rule which existed before the Act was passed remained—viz., that the plaintiff was bound to shew that he had not infringed the defendant's patent. In support of this contention the cases of *Wren v. Field* (4 Q. B. 730), *Halsey v. Brothertooth* (30 W. R. 386, 19 Ch. D. 396), and *Kurz v. Spence* (35 W. R. 26, 33 Ch. D. 579) were referred to. Further, that it was apparent here that the plaintiff's lamps were an infringement of the defendant's patent which he was entitled to protect. It was open to the plaintiff either to establish that his lamps were no infringement, or to take proceeding to get the defendant's patent revoked.

KAY, J., in the course of his judgment, said that he declined to accede to the argument that the court was absolutely powerless to grant an interlocutory injunction in a case like this, unless it were proved at the time the injunction was applied for that there had been actually no infringement. In his view in an action like this, where at the trial an injunction and damages might be granted, the question to be considered upon an interlocutory motion was, not whether there had or had not been an infringement, but whether, looking at the circumstances, the court thought that on the balance of convenience or inconvenience the acts complained of ought to be restrained until the trial. If the rule were as contended for, a case could easily be imagined where a trade or business might be completely destroyed before the trial of the action, and any injunction then granted would be rendered useless and futile. The question of whether or not there had been an infringement was not one to be decided on interlocutory motion, unless upon evidence which was practically overwhelming, and there was no such evidence in the present case. The point on which he decided the case was that on which the court was always bound to decide applications of this sort—viz.,

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whether it would do harm to grant or to refuse the injunction. Now in this case the plaintiff had taken upon himself to do that which the defendant said was an infringement of his patent, and in respect of which he had warned the plaintiff's customer that he intended to take proceedings against the plaintiff. It seemed to him, therefore, that he should be doing more harm to the defendant by granting the injunction than to the plaintiff by refusing it. The balance of convenience, therefore, was in favour of his making no order on the motion, and for that reason only, and without expressing any opinion upon the question whether there had been any infringement of the defendant's patent. He refused the injunction.—Counsel, *Ince, Q.C., and Phipson Beale; Sir R. Webster, A.G., Renishaw, Q.C., and Carmael, SOLICITORS, Field, Rose, & Co., for Barlow, Smith, & Pinson, Birmingham; Wilson, Bristol, & Carmael.*

*Re THE DUKE OF SOMERSET, THYNNE v. ST. MAUR—Chitty, J., 28th January.*

PRACTICE—MARRIED WOMAN—GUARDIAN AD LITEM OR NEXT FRIEND—MARRIED WOMEN'S PROPERTY ACT, 1882, s. 1, SUB-SECTION 2.

In this case the question arose as to whether a married woman could act as guardian *ad litem* of an infant. It appeared that the registrar had refused to draw up an order made under such circumstances. It was submitted, however, that any disability to be guardian *ad litem* or next friend which existed under the old practice arose from a married woman's incapacity to be sued, which incapacity was, however, removed by the Married Women's Property Act, 1882, s. 1, sub-section 2, which enacts that a married woman shall be "capable of suing and being sued either in contract or tort or otherwise in all respects as if she were a *feme sole*."

CHITTY, J., said that it was true that the old practice was based on the incompetency of a married woman to sue and be sued and be answerable in costs, but the Act of 1882 had not made a married woman for all purposes a *feme sole*. Section 1, sub-section 2, had only made a married woman capable of suing and being sued in matters relating to herself personally, but did not remove her personal incapacity to be a next friend or guardian *ad litem*. R. S. C., 1883, XVI, 16, expressly incorporated the old practice, and shewed that the framers of the rules had the Act of 1882 in view. There were many reasons why it might not be for the advantage of infants to be represented in legal proceedings by a married woman which his lordship would not discuss, as he decided the present question on the ground that her personal incapacity had not been removed. To grant the application would be a dangerous innovation, as a married woman would not be responsible for the costs of an improper action, or liable to pay those of an improper defence, or, at the most, she would only be liable to the extent of her separate estate, which would necessitate an inquiry into her separate estate, with all its attendant inconvenience. He should, therefore, make an order that the married woman be removed from her position as guardian *ad litem*, and that the matter be referred to chambers to appoint a new guardian.—Counsel, *Latham, Q.C., and Badcock, SOLICITORS, Walters, Devereux, & Co.; Crowders & Vizard.*

*Re CURREY, GIBSON v. WAY—Chitty, J., 1st February.*

CONVEYANCING ACT, 1881, s. 39—MARRIED WOMEN—RESTRAINT ON ANTICIPATION.

In this case an application was made to the court, under section 39 of the Conveyancing Act, 1881, for the purpose of obtaining an order binding the interests of certain married women who were tenants in common for life of real property under the will of a deceased testator, which contained a declaration that gifts to married women should be for their separate use without power of anticipation. It was stated that the property consisted of houses, and that no valid lease could be granted by reason of the restraint on anticipation imposed on the tenants for life, and it was asked that the property be partitioned and re-settled.

CHITTY, J., said that section 39 did not inform the court as to what were the circumstances under which it should make an order overriding a restraint on anticipation, save and except that it must appear that such an order must be for the benefit of the married woman. Therefore, if it was simply asked that leave to convey should be given without any special reason being assigned, the court could not make an order. Each case, therefore, required to be examined by itself. It appeared to him, although the question was not before him, that a married woman restrained from anticipation could make a will passing the property, because the restraint on anticipation could not operate after death. He should, in the present case, make an order as being for the benefit of the property, on the ground of the difficulty which otherwise existed in dealing with the property, and the desirability of a partition. Moreover, a re-settlement would be made under which the life interests of the married women would be made subject to a like restraint on anticipation as existed in the instrument under which they took the property. The scheme proposed being a prudent one, he should accede to the application.—Counsel, *Spencer Buller; G. S. Barnes, SOLICITORS, Currey, Holland, & Currey.*

*Re LYSAGHT, BLYTHE v. BAUMGARTNER—North, J., 1st February.*

R. S. C., 1883, LII, 4—MOTION FOR ATTACHMENT—SERVICE OF COPY OF AFFIDAVIT.

This was a motion by the plaintiff for leave to issue an attachment against the defendant for his disobedience to a previous order of the court. The notice of motion was dated the 5th of January, and was given for Tuesday, the 11th of January. On Friday, the 7th of January, it was served on the defendant's solicitor on the record, but a copy of an affidavit mentioned in the notice as intended to

be used on the hearing of the motion (an affidavit to prove the service on the defendant of the order which he had disobeyed) was not served with the notice of motion. On Saturday, the 8th of January, a copy of the affidavit was served on the defendant's solicitor. On the hearing of the motion the defendant did not appear. Rule 4 of order 52 provides that "every notice of motion . . . for attachment . . . shall state in general terms the ground of the application; and when any such motion is founded on evidence by affidavit, a copy of any affidavit intended to be used shall be served with the notice of motion." In *Whitham v. Whitham* (29 SOLICITORS' JOURNAL, 707) and in *Schirges v. Schirges* (30 SOLICITORS' JOURNAL, 403) Pearson, J., held that this rule does not apply to an affidavit which is merely to give formal proof of the service of an order.

NORTH, J., declined to follow those decisions. He was unwilling to order the attachment of a defendant who, in reliance on the irregularity, might have abstained from appearing.—Counsel, *Vernon R. Smith, SOLICITORS, Dangerfield & Blythe.*

*Re ROLLASON, ROLLASON v. ROLLASON—North, J., 28th January.*

EXECUTION—PAWNBROKER—REDEMERABLE PLEDGE.

The question in this case was whether the interest of a pawnbroker in goods pledged with him, before his title has become absolute by the expiration of the time fixed for the redemption of the pledge, is of such a nature that it can be seized by the sheriff under a *J. fa.* subject to the right of the pledgor to redeem. There appeared to be no express authority on the point. The goods had been seized under an execution to enforce a judgment obtained in an action in the Chancery Division. Another creditor obtained a judgment, and the appointment of a receiver of the pawnbroker's business, in an action in the Queen's Bench Division. The appointment of the receiver was made subsequent to the seizure of the goods. The question was whether the title of the receiver was ousted by the prior title under the seizure.

NORTH, J., held that the pawnbroker's interest in the goods could be seized under the execution, and that the execution was entitled to priority.—Counsel, *Macaskie; H. Tindal Atkinson; M'Clyment, SOLICITORS, Taylor, Horne, & Co.; Pilcher & Vertue; Belfrage & Co.*

*Re THE OUTLAY ASSURANCE ASSOCIATION—North, J., 22nd January.*

COMPANY—RESTORATION OF NAME TO REGISTER AFTER STRIKING OFF BY REGISTRAR—"CARRYING ON BUSINESS OR IN OPERATION"—VOLUNTARY WINDING UP—COMPANIES ACT, 1880 (43 VICT. c. 19), s. 7.

In this case a question arose as to the restoration to the register of joint stock companies of the name of a company, which had been struck off by the registrar under the provisions of section 7 of the Companies Act, 1880. Section 7 provides (1) that, where the registrar "has reasonable cause to believe that a company is not carrying on business or in operation, he shall send to the company by post a letter inquiring whether it is carrying on business or in operation"; (2) if the registrar does not, within one month, receive any answer, he shall, within fourteen days after the expiration of the month, send to the company a registered letter referring to the first letter, and stating that no answer has been received thereto, and "that, if an answer is not received to the second letter within one month from the date thereof, a notice will be published in the *Gazette* with a view to striking the name of the company off the register"; (3) "if the registrar either receives an answer from the company that it is not carrying on business or in operation, or does not, within one month after sending the second letter, receive any answer thereto," he may publish in the *Gazette* and send to the company "a notice that at the expiration of three months from the date of that notice the name of the company will, unless cause is shewn to the contrary, be struck off the register, and the company will be dissolved"; (4) "At the expiration of the time mentioned in the notice the registrar may, unless cause to the contrary is previously shewn by such company, strike the name of such company off the register, and shall publish notice thereof in the *Gazette*, and, on the publication in the *Gazette* of such last-mentioned notice, the company whose name is so struck off shall be dissolved; provided that the liability (if any) of every director, managing officer, and member of the company shall continue, and may be enforced as if the company had not been dissolved"; (5) "If any company or member thereof feels aggrieved by the name of such company having been struck off the register in pursuance of this section, the company or member may apply to the superior court in which the company is liable to be wound up, and such court, if satisfied that the company was, at the time of the striking off, carrying on business or in operation, and that it is just so to do, may order the name of the company to be restored to the register, and thereupon the company shall be deemed to have continued in existence as if the name thereof had never been struck off." In the present case the company had, in March, 1879, passed an extraordinary resolution to wind up voluntarily. There being no obligation under the Companies Acts to register an extraordinary resolution, the registrar had no notice of the winding up. After the commencement of the winding up the office of the company was removed from the registered office, but no notice of the change of office was sent to the registrar, as required by section 40 of the Companies Act, 1882. The liquidation continued till the year 1886, the liquidator not having been able to realize the assets. In 1881 he commenced an action against the principal debtor to the company, but the action was not set down for trial till August, 1886. The defendants then agreed to pay what was due from them, but they discovered that the company had been dissolved by a notice in the *Gazette* on the 1st

Feb. 5, 1887.

of June, 1886, and its name struck off the register, and they refused to pay the debt unless the name was restored to the register. On inquiry it was found that the registrar had taken the proper proceedings under section 7, because no returns had been made to him by the company, as required by section 26 of the Companies Act, 1862, since October, 1878. The registrar had sent the required notices to the registered office of the company, but, by reason of the change of office, of which the registrar was ignorant, the liquidator had not received these notices. The liquidator, who was a member of the company, now petitioned for the restoration of the company's name to the register.

NORTH, J., held that sub-section 5 of section 7 applied, though at the time of the striking off of the company's name, it was carrying on business only for the purpose of the winding up, and he made an order for the restoration of the name in the form No. 314 given at page 665 of Chadwick-Hailey's Company Law.—COUNSEL, Leigh Bernard; Ingle Joyes. SOLICITORS, J. Westcott; W. Murton.

*COOKES v. COOKES*—North, J., 29th January.

**SETTLED LAND—SALE BY TENANT FOR LIFE—EXERCISE OF OPTION AS TO PAYMENT OF PURCHASE-MONEY INTO COURT OR TO TRUSTEES—SETTLED LAND ACT, 1882, ss. 21, 22.**

In this case the question arose whether a tenant for life of settled land, who had sold the land, under the power conferred on him by the Settled Land Act, 1882, had exercised the option given to him by sub-section 1 of section 21 of the Act, as to the payment of the purchase-money either to the trustees of the settlement or into court. The suit was for the administration of the estate of the testator by whose will the land was settled. The will contained no power of sale, and no trustees were appointed by it who were trustees of the settlement for the purposes of the Act. With a view to a sale under the Act, trustees for those purposes were appointed by the court. The tenant for life entered into a contract for the sale of the land, and, there being some questions raised in the suit as to certain charges on the property, the purchaser refused to complete his purchase, unless the purchase-money was paid into court in the suit. The tenant for life consented to an application made by the purchaser for an order for the payment of the money into court in the suit, and the order was made and the money paid into court under it. The purchase having been completed, the tenant for life presented a petition in the suit and in the matter of the Act, asking that the money might be paid out to the trustees, the object being that they might then invest it according to his direction. Section 21 of the Act provides that "capital money arising under this Act . . . shall, when received, be invested or otherwise applied wholly in one, or partly in one and partly in another or others, of the following modes—namely" (*inter alia*) "(ix.) In payment to any person becoming absolutely entitled or empowered to give an absolute discharge." By section 22, "(1) Capital money arising under this Act shall, in order to its being invested or applied as aforesaid, be paid either to the trustees of the settlement or into court, at the option of the tenant for life, and shall be invested or applied by the trustees, or under the direction of the court, as the case may be, accordingly"; "(2) The investment or other application by the trustees shall be made according to the direction of the tenant for life, and, in default thereof, according to the discretion of the trustees, but, in the last-mentioned case, subject to any consent required or direction given by the settlement with respect to the investment or other application by the trustees of trust money of the settlement, and any investment shall be in the names or under the control of the trustees"; "(3) The investment or other application under the direction of the court shall be made on the application of the tenant for life or of the trustees." It was argued that, notwithstanding the payment into court, the tenant for life was still entitled to the option given to him by sub-section 1 of section 22 of having the money paid to the trustees, and that the trustees were persons "becoming absolutely entitled" within the meaning of sub-section (ix.) of section 21.

NORTH, J., held that the trustees did not come within that description, and that the tenant for life had exercised the option given to him by section 22 (1) when he consented to the order for the payment of the money into court, instead of insisting on its being paid to the trustees. The money must, therefore, remain in court, and be invested or applied under the direction of the court, as provided by sub-section (3) of section 22.—COUNSEL, Cooke, Q.C., and Rashleigh; Napier Higgins, Q.C., and Speed, Q.C.; Cozens-Hardy, Q.C., and T. L. Wilkinson; Ingle Joyes; Dauney. SOLICITORS, Gregory, Rowcliffe, & Co.; Tucker & Lake; Liddiard & Co.; Clarke, Woodcock, & Ryland.

*Re HOTCHKIN'S SETTLED ESTATES*—North, J., 31st January.

**SETTLED LAND—PERMANENT IMPROVEMENT—PAYMENT OF COST OUT OF "CAPITAL MONEY"—APPROVAL OF SCHEME BY TRUSTEES—SETTLED LAND ACT, 1882, s. 26.**

A question arose in this case as to the jurisdiction of the court to order the cost of making a permanent improvement to a settled estate to be paid out of "capital moneys," which were in the hands of the trustees of the settlement for the purposes of the Settled Land Act. The tenant for life had had the work executed at his own expense, without previously submitting a scheme for the approval of the trustees, and the trustees, after the work had been completed, approved the scheme, and took out a summons, asking that they might pay the cost out of "capital moneys" in their hands. Section 26 provides that "(1) Where the tenant for life is desirous that capital money arising under this Act shall be applied in or towards payment for an improvement authorized by this Act, he may submit for approval to the trustees of the settlement, or to the court, as

the case may require, a scheme for the execution of the improvement, shewing the proposed expenditure thereon. "(2) Where the capital money to be expended is in the hands of trustees, then, after a scheme is approved by them, the trustees may apply that money in or towards payment for the whole or part of any work or operation comprised in the improvement on (*inter alia*) "(iii.) An order of the court directing or authorizing the trustees to so apply a specified portion of the capital money." North, J. (in chambers) was of opinion that the approval by the trustees of the scheme ought to have been obtained before the work was executed, and on this ground he dismissed the summons. The tenant for life moved in court to discharge the order made in chambers, and that an order might be made in the terms of the summons. It was urged that if, before expending money in a permanent improvement, the tenant for life was bound, if he desired to be repaid out of capital money, to obtain the approval of the trustees, the immediate execution of a work which was urgently required —e.g., the construction of a sea or river wall to prevent the flooding of land—would be discouraged, to the possible serious injury of an estate.

NORTH, J., however, adhered to the view which he had already expressed. He thought that the intention of section 26 was, that the opinion of the trustees or the court (as the case might be) should be taken in the first instance as to whether the proposed works were of such a nature that the cost of them ought to be defrayed out of capital money, and that it was only after obtaining the approval of the scheme by the trustees or the court that the tenant for life could expend the money with a certainty of being repaid. It was very important that the provisions of the Act should be complied with. Before the money had been expended the trustees might be able to exercise their judgment fairly, but after the tenant for life had spent the money it might seem an invidious thing for them to refuse to approve what he had done, and thus prevent his obtaining the repayment of the money. The Act did not intend that either the trustees or the court should be placed in such a position. His lordship, therefore, declined to allow the payment of the money out of the capital money in the hands of the trustees.

Another question arose thus. Counsel appeared for the trustees, and proposed to address the court in support of the motion.

NORTH, J., said that he could not hear the trustees' counsel in support of an application in the interest of the tenant for life. The trustees were intended to be a check on the tenant for life in the interest of the other persons who were entitled under the settlement, and they ought, at least, to maintain a neutral position.—COUNSEL, F. T. Procter; J. T. Dodd. SOLICITOR, H. P. Cobb.

*Re SCHMIDT'S TRADE-MARK*—Stirling, J., 17th January.

**SECURITY FOR COSTS—PAYMENT INTO COURT BY LITIGANT RESIDING IN GERMANY—REPAYMENT BY PAYMASTER-GENERAL—FORM OF ORDER.**

In this case a question arose how repayment from the Paymaster-General of money paid into court as security for costs should be obtained on behalf of a litigant residing in Germany. Mr. Schmidt, a resident in Germany, had been ordered to pay, and had paid, £200 into court as security for costs in respect of an application by him for registration of a trade-mark. Upon the hearing of that application, together with another matter, Mr. Schmidt obtained an order for payment of his costs. It thus became necessary to obtain repayment of the £200. Mr. Schmidt, being in Germany, could not attend in person at the office of the Paymaster-General, and could not, according to the law of Germany, comply therewith the formalities required by the Paymaster-General in regard to the execution of a power of attorney, but would have to go to Holland or Belgium for that purpose.

STRALING, J., directed that Mr. Schmidt should give a power of attorney in the ordinary form to some person in this country, and upon his signature thereto being verified, the power should be entered in the order, and the sum in court paid out to Mr. Schmidt's nominee.—COUNSEL, R. F. Norton. SOLICITORS, Ellis, Munday, & Bartram.

*Re WARDEN, BROWETT v. WAEDEN*—Stirling, J., 24th January.

**LIMITATION TO CHILDREN AT TWENTY-FOUR—REMOTENESS—RULE AGAINST PERPETUITIES.**

In this case a question arose whether a gift of a legacy in discharge of a covenant contained in a marriage settlement, and under which the limitation in default of appointment was to children at twenty-four, was void for remoteness. By his [marriage] settlement, dated the 28th of September, 1867, Joseph Warden covenanted that his executors would, within twelve months after his death, pay to the trustees £2,000 to be held upon trust for the wife for life, and after her death for the children as she should appoint, and, in default of appointment, for the children who should attain twenty-four, equally, and, if there should be but one such child, then for such one child. Joseph Warden died on the 9th of May, 1886, having by his will directed his executors to set apart out of his residuary estate and pay to the trustees of the settlement (to the above-stated covenant in which he expressly referred) £2,000 for the benefit of his wife, and otherwise upon the trusts of the settlement. The testator's wife predeceased him. There was only one child of the marriage, now an infant. An originating summons was taken out by the executors for the purpose of determining (*inter alia*) who was entitled to the legacy.

STRALING, J., held that the legacy of £2,000 by the will was given for the express purpose of satisfying the covenant in the settlement. The limitation by the settlement in favour of children, in default of appointment, was void for remoteness, and the legacy of £2,000, being on the same footing, failed also. The £2,000 accordingly fell into residue.—

COUNSEL, W. Pearson, Q.C., and Mary; A. Brown. SOLICITOR, G. P. Rogers, for Powell & Brewster and Coley & Coley, both of Birmingham.

JOHNSON v. JOHNSON—Stirling, J., 25th and 29th January.

MARRIED WOMEN'S PROPERTY ACT, 1870 (33 & 34 VICT. c. 63), s. 8—  
DEED ACKNOWLEDGED.

The plaintiff, who was married on November 23, 1870, became entitled, in June, 1876, to certain real estate as co-heiress of an intestate. Her rights in such real estate were consequently regulated by the Married Women's Property Act, 1870, which, by its 8th section, enacts, in effect, that the rents and profits of descended property "shall belong to the married woman for her separate use, and that her receipts alone shall be a good discharge for the same." The plaintiff had purported to settle the property upon certain trusts with the concurrence of her husband, but not by deed acknowledged. The question now arose, as to this real estate, whether or not, being a deed unacknowledged, the settlement had passed any estate beyond one for the life of the plaintiff and the possible life interest of the husband as tenant by curtesy.

STIRLING, J., in giving judgment on January 29, said that the question was, What was the intention of the Legislature in enacting this section of this public Act? Was it intended that the separate use should extend to rents and profits whenever they might arise; or that it should be limited to the rents and profits which might be personally enjoyed by the married woman? At the time of the passing of the Act the consequence of marriage upon the real estate of the wife was this, the husband acquired a freehold interest during their joint lives, and on the birth of a child capable of inheriting under the existing limitations in favour of the wife, that estate became, by the courtesy of England, enlarged to an estate for life, but subject to this, the freehold remained in the wife and she could pass it by deed acknowledged. Now, the words of the section of the Act contained no words of limitation. Again the word "receipts" pointed to the meaning of the words "rents and profits" for which they were to be given, being the rents and profits which she would be capable of giving receipte for, that is the rents and profits during her life, and did not point to the *corpus* of the property. Further, this must be considered, if "rents and profits" meant "rents and profits for all time," it must have been intended to give her an increased power of disposition, and yet there was not a word in the Act to enable a married woman to deal with the legal estate otherwise than in the ordinary way, that was by a deed acknowledged. If then, the Legislature had intended to confer upon a married woman the unfettered power of disposing of real estate descending upon her, they had conferred it upon her by very indirect means, and that intention might have been effected much more readily by such a provision as the one inserted in the Married Women's Property Act, 1882. Finally, it was obvious that the whole Act dealt with the property of married women, not in a comprehensive, but in a limited and tentative way; thus as to personal property coming to a married woman under a deed or will, the preceding section only attached the separate use to it if the amount did not exceed £200. He accordingly came to the conclusion that the better view was to hold that the object of the Legislature was simply to remove and put aside that interest of the husband which interfered with the personal enjoyment of the rents and profits by the wife, and not to give her an enlarged dominion over her property. He held, therefore, that the separate use created by the Married Women's Property Act, 1870, extended only to rents and profits which might come to a married woman so as to be personally enjoyed by her, and that it followed from this that the contention of the plaintiff was right.—COUNSEL, Baines; Willis Bund. SOLICITORS, Hughes & Gleadow.

#### BANKRUPTCY CASES.

*Ex parte* BALL, *Re* HUTCHINSON—C. A. No. 1, 28th January.

BANKRUPTCY—FRAUDULENT PREFERENCE—VOLUNTARY REPLACEMENT OF MISAPPROPRIATED TRUST MONEY—BANKRUPTCY ACT, 1883, s. 48.

In this case the question was raised, whether the voluntary replacement by a trustee in insolvent circumstances of trust money which he has misappropriated can be treated in his bankruptcy as a fraudulent preference under section 48 of the Bankruptcy Act, 1883. In *Ex parte* Stubbins (17 Ch. D. 58) and in the recent case, *Ex parte* Taylor (*ante*, p. 96), it was held by the Court of Appeal that such a payment could not be treated as a fraudulent preference, on the ground that the relation of debtor and creditor did not exist between a trustee and his co-trustee, or between a trustee and his *cestui que trust*, in regard to money due from the trustee by reason of a breach of trust, and that section 48 applies only to the preference of a creditor. In the present case Cave, J., had refused to set aside a payment of this nature which had been made by a trustee to his co-trustees shortly before his bankruptcy, on the ground that he was bound by these decisions of the Court of Appeal. On behalf of the appellant it was urged that those decisions applied to the case of a trustee who had committed a fraudulent breach of trust in respect of which he was liable to criminal proceedings, the knowledge of which fact might well have produced an influence on his mind inducing him to replace the trust money, whereas in the present case the bankrupt, though he had committed a breach of trust, had done nothing to expose himself to criminal proceedings. Moreover, the claim of a *cestui que trust* against his trustee in respect of misappropriated trust money could be enforced by proceedings in a court of equity, and constituted an equitable debt which could be made the subject of proof in bankruptcy, and section 48 was intended to prevent a preference of any person who, but for the preference, would have been entitled to prove in the bankruptcy.

THE COURT OF APPEAL (HANNAN, P., and BOWEN and FRY, L.J.J.) affirmed the decision. HANNAN, P., said that the point was disposed of by express authority. He must confess that he was surprised at the decision that in such a case the relation of debtor and creditor did not exist within the meaning of section 48. But the point had been solemnly decided by the Court of Appeal in *Ex parte Taylor*, and the court was bound by that decision. BOWEN, L.J., concurred for the same reason, without expressing any opinion of his own. FRY, L.J., also thought that the court was bound by the previous decisions. As at present advised, he should not have come to the same conclusion as the Court of Appeal did in *Ex parte Taylor*. Beyond saying that, he would not express any opinion. Leave was given to appeal to the House of Lords.—COUNSEL, Tindal Atkinson, Q.C., and Sidney Wolff; Herbert Reed. SOLICITORS, Hogan & Hughes; Monyp & Rolfe.

#### CASES AFFECTING SOLICITORS.

*Ex parte* RUSSELL, *Re* ELDERTON—C. A. No. 1, 28th January.

SOLICITOR—RIGHT OF AUDIENCE—BANKRUPTCY MATTER—COURT OF APPEAL—BANKRUPTCY ACT, 1883, s. 151.

In this case a question arose as to a solicitor's right of audience in court. Section 151 of the Bankruptcy Act, 1883, provides that "nothing in this Act, or in any transfer of jurisdiction effected thereby, shall take away or affect any right of audience that any person may have had at the commencement of this Act, and all solicitors or other persons who had the right of audience before the Chief Judge in Bankruptcy shall have the like right of audience in bankruptcy matters in the High Court." This was an appeal from a decision of Cave, J., in a bankruptcy matter, and the appellant's solicitor claimed to be entitled to audience on his behalf.

THE COURT (HANNAN, P., and BOWEN and FRY, L.J.J.) held that the right of audience given by section 151 is strictly limited to the High Court.—COUNSEL, Cooper-Wallis, Q.C., and Kowalski. SOLICITORS, A. G. Ditton; Charles Rogers, Son, & Russell.

*Re* HERBERT—North, J., 2nd February.

SOLICITOR—COSTS—TAXATION—COMMON ORDER TO TAX—RIGHT OF CLIENT TO DISPUTE RETAINER.

The question in this case was whether a client, who has obtained the common order to tax his solicitor's bill of costs, can dispute his retainer of the solicitor in regard to some of the items in the bill. In the present case the clients were trustees of a marriage settlement, and they obtained the common order to tax two bills of costs which their solicitor had delivered to them. A part of one of the bills was headed, "As to the Willeeden Security," and under this heading a number of items were charged. On the taxation, the trustees made affidavits to the effect that they had never retained him in relation to the matters included under that head, and that he had acted contrary to their express instructions. On this ground the taxing master disallowed nearly the whole of the items under that heading. The solicitor objected to the taxation, on the ground that "the master had not jurisdiction to enter into the question of retainer as regards the Willeeden security." The taxing master replied, "A client to whom a bill of costs has been delivered by his solicitor, and who obtains a common order to tax it, cannot object to the whole bill, but can object to part, it having been incurred without, or contrary to, his directions." This was a summons by the solicitor to review the taxation, and it was urged on his behalf that the taxing master had no jurisdiction under the common order to go into the question of retainer, and that the solicitor was entitled to have that question tried by a jury. *Re* Inverwick (32 W. R. 541, 25 Ch. D. 279, 28 SOLICITORS' JOURNAL, 87) and *Re* Thurgood (19 Beav. 541) were cited.

North, J., held that the case was governed by *Re* Brocay (8 Beav. 266), in which it was held by Lord Langdale, M.R., that "in equity, the client, in prosecuting the common order for taxation, may object, on the ground of want of retainer, to any of the items of the bill, except those as to which he has admitted the retainer by his petition." On the authority of this case North, J., dismissed the summons.—COUNSEL, R. G. Glenn; Herbert Reed. SOLICITORS, F. S. Herbert & Co.; W. Furse Nease.

SOLICITOR STRUCK OFF THE ROLLS.—January 27th, EUSTACE WILLIAM OWLES.

The Solicitor-General will preside at a dinner which is to be given to Mr. Montagu Williams by several of his friends at the bar in celebration of his recent appointment as metropolitan police magistrate, which will take place at the Holborn Restaurant on Saturday, February 17.

Lord Stanley of Preston, the President of the Board of Trade, visited Manchester on Tuesday, and had a conference with the Trade-Marks Committee of the Chamber of Commerce as to the working of the Trade-Marks Act. Lord Stanley, who had invited the frankest expression of opinion, said he would prefer at present to make as few promises as possible, but in some points he went a long way with the committee.

A smoking concert in connection with the United Law Students' Society, will be held at Anderton's Hotel, Fleet-street, on February 23rd next, at 7.30 p.m., Mr. Wynne E. Baxter in the chair. Any member of the profession will be welcome, and tickets can be obtained on application to F. B. Mayle, 29, Bedford-row, W.C., or S. A. G. Kempster, Hastings House, Lavender-hill, S.W.

## LAW SOCIETIES.

## INCORPORATED LAW SOCIETY.

## GENERAL MEETING.

The January general meeting of the Incorporated Law Society took place on Friday, the 28th ult., at the society's hall, Chancery-lane, the PRESIDENT (Mr. H. W. Parker) taking the chair.

## PRELIMINARY EXAMINATION.

The PRESIDENT said : Although not strictly in order, it may be agreeable to the meeting that I should say a few words with regard to the preliminary examination. The question of the preliminary examination was referred to the Executive Committee of the council in November, 1885, and again in March, 1886, and the subject has been before that committee for a very long time. It has received very anxious consideration, and I am happy to say the committee have come to a conclusion on the subject, and the council have confirmed the report. The result has been that existing regulations as to the preliminary examination no longer exist. They are repealed, and a new regulation has been devised. That regulation, in accordance with our statutes, is now before the judges. It was sent to them on the 17th of this month, and it will come into full force and effect, if within twenty-eight days after it has been so sent to the judges no expression of dissent is received from them. I must ask the meeting not to press me with any questions as to the character of the alteration in the examination, because it would be inconvenient that any discussion should arise whilst the matter is before the judges. But I think I may say this much, that the alteration in the regulation as to the examination is not in the direction of lowering the standard.

## MIDDLESEX REGISTRY.

Mr. F. K. MUNTON, in accordance with notice, asked as follows : "What steps have been taken by the council in relation to the resolution passed at the last annual meeting as to the questions with the Middlesex Registry?"

The PRESIDENT : The council have that subject under consideration, and have come to the determination that that question shall be raised and determined by the courts of the country. It is an important question with respect to taking the oath before an ordinary London commissioner, instead of compelling the deponent to go to the Middlesex Registry ; and the council had thought it a subject which ought to be determined by the superior court, and steps will be taken accordingly.

Mr. MUNTON said that he would forthwith proceed in the matter of a personal memorial which he had kept by him for the same purpose.

The PRESIDENT : It is the desire of the council that you should assist them in the matter, therefore I may ask you to communicate with us, and we will do what is necessary.

## COUNTY COURTS.

Mr. MUNTON moved, in accordance with notice :— "That the Special Committee's County Court Report be remitted back to such committee for reconsideration, with the aid of the council's observations thereon, and especially in conjunction with the official rules and regulations promulgated since the report was drawn up—the committee to have power (with the concurrence of the council) to add to their number." He said that in 1883 a committee was appointed by the society to consider the question, and, as was well known, they made a report to the council thereon. The council took such report under their consideration, and sent it out to the members with some observations of their own upon it. A resolution was carried at a general meeting that a conference should take place between the council on the one hand and him (Mr. Munton) on the other, as representing at the time the County Court Committee. Two meetings took place, and there was considerable difference of opinion on some of the points. In the meantime a large number of new rules and regulations had been issued by the authorities, which, to some extent, dealt with the question. Since that time the late Lord Chancellor had brought in a Bill to consolidate the county courts' statutes ; and it had been publicly announced that the present Lord Chancellor would, during the coming session, bring in a Bill to consolidate the county courts' Acts, and he (Mr. Munton) had reason to believe that the character of that Bill would be something after the style of the Public Health Act, 1875, which in effect admitted of a number of new clauses being inserted in the Bill, and he thought a very excellent opportunity would be found during the next session for any representation being made to the Lord Chancellor which will not only deal with the question of more rules, but will result in satisfactory enactments also. That was one reason why he proposed the motion.

Mr. WEEKES seconded the motion, which was agreed to.

## THE CLUB.—HONORARY MEMBERS.

Mr. SAMUEL DAY moved, in accordance with notice, "That the following be added to the existing rules of the Law Society Club :—The committee, notwithstanding anything to the contrary in these rules, shall have power, subject to the approbation of a majority of the members voting at a general meeting specially called for the purpose, to elect, as honorary member, any person not being a member of the Incorporated Law Society."

Mr. MACARTHUR objected to the motion being proceeded with, as being contrary to the rules of the society. He quoted from the rules to show that the necessary notices with regard to the motion had not been given, as the motion had for its object the alteration of the existing bye-laws, which said that the club should be confined to members of the society.

Mr. DAY urged that he was quite in order, and that it had been so ruled on a previous occasion. He had proposed a similar resolution on behalf of Mr. C. O. Humphreys, who was absent at the last general meeting, and the

same objection had been raised, but it had been overruled. The whole thing was at that time discussed.

Mr. C. FORD said that his recollection was that the point of order objected to was not the same.

Mr. W. M. WALTERS said the issue was very simple. It was quite clear that a bye-law could not be altered without giving certain notice. But it was absurd to say that the minute details required for the management of the club were bye-laws of the society. What the meeting had to do was simply to comply with the provision that any rules of the club might be altered by the society.

The PRESIDENT : It seems to me that the motion is in order, and we shall proceed.

Mr. MACARTHUR : Then I hand in a written protest, that there may be no mistake about it.

Mr. DAY said that all the West End clubs had the same rule. This was the Jubilee year, and many prominent people would visit London, and it would be very convenient to have the opportunity of making some of them honorary members of the club.

Mr. PENNINGTON seconded the motion. He thought it would be a great convenience that it should be passed. It was only asking the society to do what it had done upon a former occasion. One of the objects in view was to admit as honorary members the secretary and the assistant secretary. It was obviously very convenient that they should be members of the club. Of course they required refreshment, and it was much better for the society that they should be able to get that refreshment conveniently and close at hand instead of having to go out of the building when they would not be accessible to gentlemen who wanted to see them, and in other respects it was very advantageous. Therefore he hoped the meeting would feel no difficulty in agreeing to what was a very convenient and universal practice of clubs, that of admitting honorary members.

Mr. FORD said he offered a strong opposition to this most monstrous proposal. He called attention to the rather mysterious language in which it was framed. It was to be by the vote of a general meeting. He was quite sure many persons were under the impression that it was to be a general meeting of the society, but it was nothing of the kind. It was to be merely a meeting of the club. He thought he was right in saying that Mr Day was not a member of the curious institution called a club, and it might be that he hoped to be rewarded by being made an honorary member.

Mr. DAY rose to order. He had already said that he had spoken merely as the mouthpiece of Mr. Humphreys. Therefore it was not fair that he (Mr. Day) should be subjected to these remarks.

Mr. FORD thought he was right in saying that Mr. Humphreys was one of the paid officers of the society. He was a solicitor, very largely employed by them, and it was on that account he had thought it desirable that the proposition should be brought forward by another member. The club might bring in fifty or sixty outsiders, because it was financially embarrassed, to keep it going. If the motion was defeated it would be found that within twelve months the club would find it necessary to give the society notice that they did not require their rooms any longer. He regretted that he had withdrawn the action which he commenced against the society.

Mr. PARKER, as a member of the club, supported the motion. He did not intend to answer Mr. Ford's remarks, because he did not think this a fitting time or occasion to have made them. There were several reasons why the motion should be passed. The society had this year, in return for the repeated hospitality tendered to them in the provinces, invited the country societies to meet in London. Every one would agree that it would be much to be regretted that any portion of the building should be closed to those members on their meeting at the society's premises in the summer. It was evident from the resolution being brought forward that there was a doubt upon the point, and a doubt which would reflect very seriously upon the hospitality of the society. He remembered in connection with the old club, that during the dynamite scare, the officers of the guards on duty at the Law Courts were made honorary members, and they appreciated the advantage very highly. He had looked at the rules at the time, and had thought that there was now power under them to do this. Who could object to the secretary and assistant secretary being made honorary members ? Did they not all agree that to those two gentlemen, for their high ability, their never failing courtesy, and unwearying patience to the members individually and collectively, their warmest thanks were due, and when an occasion of this kind presented itself, and they could extend to them some recognition of their valuable services, they should warmly accept it.

Mr. G. B. GANGONY suggested that the words "of the club" should follow "general meeting," and that the number of honorary members should be restricted. At the suggestion of the president he moved the following amendment : "That such honorary members shall at no time exceed fifty in number."

Mr. REEVES seconded.

Mr. MACARTHUR objected to the amendment on the ground that it was contrary to the previous resolution. He went on to object to the club as taking the rent out of the fees of the students which ought to be expended on their education, and out of the general subscriptions of members which might have been reduced. He would always protest against the injustice of applying the general funds of the society to meeting the engagements which had been incurred solely to find accommodation for the club.

Mr. ROSCOE, as a member of the club and society, thought it a pity that a doubtful question of this sort should be forced, even upon a reluctant minority of the society. He appealed to Mr. Day to withdraw the motion. He (Mr. Roscoe) should not support it, and he would not be alone in that respect upon the council.

Mr. WALTERS said the observations of Mr. Roscoe had rather taken him by surprise. Of course, they could expect only opposition from those gentlemen who had been consistently opposed to the club. Mr. Macarthur had given them a long speech upon the club generally, and, if he had been called

to order, the chairman would have been bound to stop him. The question was not that of the existence of the club or the appropriation of the students' fees for improper purposes. It was an unworthy suggestion, but still it was made—

Mr. MACARTHUR: And persisted in.

Mr. WALTERS: Yes. The insinuation is made, and persisted in.

Mr. MACARTHUR: It is not an insinuation; it is a direct charge. Use proper language.

Mr. WALTERS said the statement he repelled, and the taste which persisted in insisting upon it he would leave to the meeting. With regard to Mr. Ford, what he (Mr. Ford) had said about the action brought by him against the society was not quite right. He had regretted that he did not go on with the action. He (Mr. Walters) thought Mr. Ford rather forgot that he had asked leave to withdraw that action, if the council would not press for payment of costs—

Mr. FORD: I rise to order. I dispute in *toto* the accuracy of that statement. I say it is not correct.

Mr. WALTERS did not know that his memory was worse than Mr. Ford's, and he had no doubt that if the correspondence were referred to it would be found that he (Mr. Walters) had spoken correctly. Mr. Ford complained that the club question was constantly coming up. That was due to him and Mr. Macarthur. Was it also quite consistent with dignity and fairness that Mr. Ford should constantly impute motives to everyone? When, for instance, Mr. Day had brought forward the motion, Mr. Ford had accused him of unworthy motives, in that he might be pitchforked into the position of an honorary member. This was hardly good form. He should remember that these remarks got into the papers, and the members brought themselves down to the level of a parliament of Home Rulers. Mr. Day had then explained that Mr. Humphreys really was the originator of the resolution; then Mr. Ford said that Mr. Humphreys occupied the position of a paid officer of the society. In this honourable profession did he mean to say that the members of it, by taking fees for doing business, surrendered their independence? Surely that was unworthy, and if Mr. Ford had thought so badly of his professional brethren, he ought not to have said it in public. Then Mr. Ford had said that the club wanted the motion carried to get them out of their financial difficulties. That was an unworthy motive. Did not Mr. Ford know that no club could exist upon the sale of its food and drink? Did he not know that the club was dependent, like other clubs, on the fees and subscriptions of members without which it could not go on? Let him argue the questions fairly, and not throw broadcast these insults against persons, individually and collectively.

Mr. FORD hoped the amendment would not be accepted. It followed, from the remarks made by Mr. Roscoe, that there was a serious and grave difference of opinion between the members of the club upon the subject. He (Mr. Ford) had in his possession letters from Mr. Saunders, when he was president, which would clearly prove that the statements made by Mr. Walters as regarded the withdrawal of the action of *Ford v. The Incorporated Law Society* were wholly incorrect.

Sir THOMAS PAYNE said the motion seemed to him to be a mistake, both as regarded the substance of it and the way in which it had been brought forward. Some years ago it had been expressly stated that the club should be composed only of members of the society. There were good reasons for that, and he was not disposed to join in any motion which would be inconsistent with the determination which had been then come to. Moreover, it appeared to him that any resolution of the kind should come in the first instance from the club, and be confirmed by the society.

Mr. DAY accepted the amendment, and thought the number of honorary members might even be reduced to twenty.

Mr. ELLERTON trusted that members who were doubtful upon the motion would not vote for it merely to shew that they did not agree with the sentiments of the members who had spoken against it.

Mr. MUNTON said he was not a member of the club, but he had been conferring with some of the members, and they thought it was desirable that the amendment should be altered by adding the words—"elected as honorary member for a period not exceeding two years."

Mr. GREGORY concurred in the alteration.

Mr. PENNINGTON could not agree with the alteration. It would put them in a very difficult position with regard to the secretary and the assistant secretary, whom he believed every member, if the club was to exist at all, would wish to be honorary members of it. As a member of the committee of the club, he knew there was no danger that it would be swamped with honorary members.

Mr. GREGORY observed that there was nothing to prevent re-election.

Mr. PENNINGTON assented to the alteration.

The PRESIDENT put the motion as follows:—"That the following be added to the existing rules of the Law Society Club: 'The committee, notwithstanding anything to the contrary in these rules, shall have power, subject to the approbation of a majority of the members voting at a general meeting of the club specially called for the purpose, to elect as honorary member any person not being a member of the Incorporated Law Society, but the number of such honorary members shall not at any time exceed twenty, and such election shall be for a period not exceeding two years, but with power of re-election.'"

The motion was carried—69 voting for it, and 33 against it.

Mr. PHILLIMORE urged that it ought to be put again as a substantive resolution; but he was overruled.

#### SOLICITORS AND AUCTIONEERS.

Mr. H. E. GRINBLE called attention to the resolution of the society passed at the annual provincial meeting held at York on the 12th and 13th of October, 1886, and subsequently approved by the council as follows:—"That the council be requested to take such measures as may be necessary with a

view to the assimilation of the practice in England generally with that which prevails in the North of England with regard to the employment and remuneration of auctioneers. That it be suggested to the council that a committee of the society be appointed, which shall include members familiar with the practice in the North of England, to consider and report on the subject with a view to carrying the above resolution into effect." He also moved—"That a committee be appointed to consider and report to the council on the measures necessary to be taken with the object of assimilating the practice in England generally to that which prevails in the North of England with respect to the employment and remuneration of auctioneers. That the committee (of whom ten shall be a quorum) shall consist of members of the society to be named at the meeting, with power to add to their number. That it be an instruction to such committee to especially invite the co-operation of members familiar with the practice in the North of England." He said the purpose of the resolution passed at York was that the same method of practice in relation to sales by auction should prevail all over England. He need not remind them that there was one custom in the North and another in the South. In the North a very broad distinction was drawn between auctioneers and surveyors and valuers, and that the auctioneer was merely employed to get on to the rostrum and sell. The solicitor did a great deal of the work which was ordinarily done by the auctioneer in the South of England—that was to say, the auctioneer's duties were really divisible into two, the act of selling and the act of bringing the property prominently before the notice of the public. The first time the matter had come under prominent notice was after the passing of the general order which gave solicitors a fee for conducting a sale by public auction. He thought it was within the knowledge of everyone that that order was promulgated according to the custom of the North of England, and he thought that fact by itself almost a sufficient reason for their endeavouring to assimilate their practice to that of the North of England. The matter was one which had been the subject of judicial decision upon other occasions. By one decision Vice-Chancellor Bacon had very justly allowed a quarter per cent. commission to be paid by the solicitor to the auctioneer. That did not seem to have been followed; and in another case work was done by the auctioneer which was held to have been work which could not have been done by the solicitor, and therefore the solicitor was not allowed a conducting fee; and another case was reported in the *SOLICITORS' JOURNAL*. He took it that it was desirable for all of them that these difficulties should be smoothed away, and he took it that a committee which could recommend one consistent course of conduct all over England would pave the way for the removal of those difficulties. Upon the resolution passed at York he had drawn the motion which was intended to embody that expression of opinion. He had been given to understand that the resolution passed at York had been approved by the council, without which he believed no resolution passed at any provincial meeting had any effect. It had been suggested to him that the resolution did not contain words enabling the committee to inquire into the merits of the Remuneration Order. He could only say that he did not think that was intended by the resolution passed at York, and certainly it was not his intention. He thought that an expression of opinion on the matter might have great weight; but, as he understood it, the committee was to consider any measures to be taken, but if they did not consider it necessary, he apprehended they would not take them. Therefore he thought the motion as it stood would hold good.

The PRESIDENT: I think you rather assumed that the motion passed at York had been approved by the council. It has been approved in the sense that it should go forward to the general body of members and be considered by them.

Mr. GRINBLE: Oh, yes. I do not suggest that the details of the resolution have been approved.

Mr. MUNTON, in seconding the motion, said that he did so principally on the footing of a communication he had just received from the Inland Revenue in reference to a sale of articles of *certs* which he (Mr. Munton), as executor of a deceased relative, had effected, and where the authorities argued that a probate duty on £20,000 gross, instead of £18,500 net (the auctioneer's commission in those special sales being 7½ per cent.), should be paid, the letter in question, from the Comptroller at Somerset House, being as follows: "I am not in a position to admit the amount of the net proceeds of sale of the articles of *certs* is the proper measure of their value for the purpose of probate duty; nor can I admit that a valuer in appraising them would be justified in regarding the probable cost of their conversion into money as an element in his calculation." He (Mr. Munton) intended to contest the demand, but for the present he contented himself with seconding the motion.

Mr. J. WHITZ did not understand whether the committee was to require such measures to be taken, or whether it was to consider as to the expediency of such measures only. The resolution passed at York was passed with a great many country solicitors present, who were naturally in favour of their own practice. As far as he could ascertain, the opinion in London was distinctly against a change to the North of England custom.

Mr. J. HUNTER suggested that the duty of the committee should be to consider and report to the council whether it was or not expedient to assimilate the practice. Having been present at York, it had not struck him that the question was prejudged or concluded by what was done there. It did not strike him that the opinion in London was that the practice should be assimilated to that in the North.

The PRESIDENT suggested that the resolution should run: "That a committee be appointed to consider and report to the council whether or not it is expedient to assimilate the practice in England generally to that which prevails in the North of England with respect to the employment and remuneration of auctioneers."

Mr. GRINBLE accepted the alteration.

Mr. GRINHAM KENN, as the mover of the resolution at York, said he had felt strongly on the subject for a long time, and, therefore, wrote a paper upon it, and moved the resolution which had been carried unanimously,

The reason he wrote the paper was this. There were two schemes placed before the remuneration tribunal—the London (South of England) scheme and the Liverpool (North of England). The latter was accepted, and the London scheme was rejected. If they took the scheme which had been given them, when conducting sales, it appeared to him that it was not open to a moment's argument, but that they must take the custom. If they took the scheme without the custom, it would be like a body without a soul. It would be a dead thing. It had been decided for them. The Legislature had given to them the Liverpool (North of England) scheme. It was not only to the interest of solicitors to conduct sales, but, considering that they were the trustees for the great profession coming after them, it was a much higher platform to take to see one of the things given to them they did not deliberately throw away. They were appointed by Act of Parliament conductors of sales; and it was absolutely essential under these circumstances, when it was probable a most radical system of registration would be introduced, that they should show that they were the men of affairs with regard to the transfer of land. If they took the Liverpool scheme without the Liverpool custom, the thing would be reduced to absolute nonsense. These were his reasons for bringing it forward, and he only wished to say that he was of the same opinion still.

Mr. ADDISON had very little objection to the motion as altered, but he would have strongly objected if it were to go forth in a hasty way that they were all of opinion that they were to destroy the auctioneers of the City of London, and take their business into their own hands. Sales were conducted in London so totally differently from the way they were conducted in the country, that there was really no parallel between the two cases, and all they, as solicitors, could desire to do was to do that which was in the interest, not altogether of their own pockets, but principally of those of their clients; and one of the things which the committee must set itself most seriously to consider was whether it was, not for the advantage of the solicitor, but for the advantage of the client, that this division of labour in London, which had been allowed to grow up, and was now in force, should be put aside for another system. There was also another serious matter. It was not likely the auctioneers of London, as a body, would allow such an inroad to be made on their remuneration without some measure of retaliation; and he thought that the question of the transfer of land was one of serious moment, and those who were very anxious to cut down the proper remuneration for all sorts of work would begin to say, "The solicitors and auctioneers of London are quarrelling as to how they are to divide the remuneration for the sale of land," and that there was some reason to see whether the remuneration should not be further reduced.

Mr. FORD suggested that the question was now so important that the report ought to go to the general body of members, instead of to the council.

Mr. GRIBBLE, in reply, referring to Mr. Addison's remarks, said that he had never heard a more injurious doctrine started than the suggestion that the society should, before appointing a committee of the society to consider a matter affecting their own interests, consider whether the auctioneers would retaliate. He trusted that if they did the solicitors were quite strong enough to hold their own. He did not see that the auctioneers would be affected to any very great extent; but if they were, the solicitors were certainly strong enough to take care of themselves.

The motion was carried unanimously, and the following gentlemen were appointed a committee, with power to add to their number:—Mr. C. E. Matthews (Birmingham), Mr. Kenion (Liverpool), Mr. Grinham Keen, Mr. T. Bellringer (Liverpool), Mr. Pennington, Mr. Howlett (Brighton), Mr. J. Hunter, Mr. Manisty, Mr. Morrell (Oxford), Mr. Cooper (Manchester), Mr. Bromhead (Sheffield), Mr. Walker (York), Mr. Pye-Smith (Sheffield), Mr. Waldron (Cardiff), Mr. Jones (Young, Jones, Roberts, & Hall), Mr. Vassall (Bristol), Mr. Burrell (Farrer & Co.), Mr. Wilmer (Richard Smith & Wilmer), Mr. J. A. Iliffe, Mr. Moberley (Southampton), Mr. Bassett (Rochester), Mr. Melville Green (Worthing), Mr. H. E. Gribble, and Mr. J. Addison.

Mr. WHITE asked if the committee were all in favour of the North of England scheme, or were they taken indiscriminately?

Mr. KEEN said he had suggested two or three names. He wished the committee to be geographical entirely—a representative for every county, if they pleased.

Mr. FORD said there were no less than seven members of the council on the committee. It was not satisfactory. It should be more general in connection with each county.

Mr. KEEN said that Mr. Ford would find one or two members of the council were representative men, purposely chosen because they represented country districts.

#### PROVINCIAL MEETINGS.

The following notice stood on the paper:—"Mr. J. Coulton will move: (1) That, at the annual provincial meetings of this society, a printed copy of all the papers be handed to every member on application at the place of meeting or during the meeting. (2) That the papers be taken as read, and the whole time of the meeting devoted to their discussion. (3) That the papers be grouped into sections, and the time apportioned to each section in proportion to quantity and importance. (4) That no speaker be allowed more than ten minutes. (5) That the author of a paper should have the right of reply. (6) That no thanks be given to any member or official of the society." In moving the first resolution, he observed that it was much easier to follow a speaker with his paper before one.

Mr. FORD seconded the motion.

Mr. MELVILLE GREEN expressed himself as quite opposed to the motion, believing that it would tend to spoil the provincial meetings if it were carried. He would prefer a motion passed that no one should be permitted to have copies of the papers until after they had been read. It would be better if a committee were appointed to consider whether any improvements should be made in the method of holding the provincial meetings. The meetings had

gone on year after year and had increased in interest, and there was need for fresh regulations. The subjects appeared to be selected in a haphazard way, and it might be better for the council to select a few subjects of special interest. It would be well for a committee to be appointed to consider generally whether there could be any improvements and alterations in the mode of conducting these meetings. He moved that it be referred to a committee.

The PRESIDENT suggested that Mr. Green should give notice of a resolution on the subject.

Mr. GREEN accordingly gave notice for the April meeting.

Mr. COULTON said he was quite willing that the whole matter should be brought forward in April, so that the subject might be referred to a committee, or to the council, as members might desire.

Mr. HUNTER suggested that the word "provincial" should be omitted, and that any resolution should be made to apply to all the general meetings.

#### THE CLUB AGAIN.

Mr. FORD asked, according to notice:—"Is the president of the society, and are the members of the council, unanimously of opinion that the Law Club (as constituted after the commencement of my chancery action in regard to the old club) is beneficial to the general body of members of the society; what is the estimated value of the premises occupied by the club; and what is the present number of members of the club who are members of the society?"

Mr. MELVILLE GREEN rose to order. He did not think that the members were entitled to get up and ask the president his opinion upon any particular question. He begged that the president would not answer Mr. Ford's question. It seemed to him not a proper question, and he did not see why the president should be liable to be cross-examined by any member who chose to do so.

The PRESIDENT: I am much obliged to you, Mr. Green, but I have no objection to answering the question. For myself, I may say I was not a member of the club as it was constituted before Mr. Ford's action was brought. It was only after the club was reconstituted that I became a member of it, and I am now a member. I became a member of the club because I thought it was so extremely convenient to me, as I was continually in the Royal Courts adjacent, and I found it so convenient, that not only did I join it and am still a member, but both my partners joined it and are still members. This is my personal experience. As far as the members of the council are concerned I really do not know, for I have not asked them their opinion; but, I may say, for the members of the council whom I meet continually at the club, I should judge that, at all events, so far as they are concerned, they find it, in the terms of this inquiry, "beneficial" and "beneficial to the general body of members of the society." As to the estimated value of the premises I cannot answer that, because we have no separate estimate of the value of the premises occupied by the club. The whole building is assessed in one sum for parochial purposes, and we have no means of detaching from the general estimate what is the particular value of the club. As to "the present number of members of the club who are members of the society," I can only answer in this way, that nobody can be a member of the club who is not a member of the society; therefore, all members of the club are necessarily members of the society.

Mr. FORD: That is not my question. What is the number of members of the club?

The PRESIDENT: That is not the question. Your question is, "What is the number of members of the club who are members of the society?" and I say all the members of the club are members of the society.

Mr. FORD: What number of members are there?

The PRESIDENT: That I am not able to answer; but I have no doubt the secretary of the club will give you the information.

#### STUDENTS' FEE FUND.

Mr. FORD asked, according to notice: "Referring to the statements made by Mr. Roscoe, when president of the society, at general meetings held in July, 1885, and January, 1886, as to the Students' Fee Fund created by section 8 of the Solicitors Act, 1877, what is the sum now available for legal education in connection with that section?" Mr. Roscoe had said, at the meeting in July, 1885, that the funds were more than absorbed, and at the meeting in July, 1886, that there were ample funds available.

Mr. ROSCOE said the two things were spoken under different circumstances, but were quite reconcilable. What he had meant to say was that the council declined to allocate the particular expenses with regard to every particular item of their audits, such as registration of solicitors, education of articled clerks, general purposes, and so on. But he had said that if they were so apportioned, and that if they attributed to the articled clerks' fund all the educational expenses, a due proportion of the expenses connected with the building, and so on, that the articled clerks got their full value, and it was all absorbed. That was perfectly true according to the estimates the council had made. It might or might not be accurate, but that was what he had meant. He had meant to say that if the special expenses were taken, which were for the benefit of articled clerks, in the way of lectures, examinations, and so on, and a due proportion of the general expenses were added, the articled clerks got their value of their money, and all their money was spent upon them. On the second occasion the subject was as to how the education of articled clerks could be improved. Mr. Phillimore was speaking of large funds, and wanted to go minutely into the question in order to shew that the society ought to spend more money. All he (Mr. Roscoe) had said was that the council did not distribute the funds of the society in the way Mr. Phillimore proposed; but if he would shew that there were any objects of education which required the expenditure of money, there would be no difficulty in finding it. He had not meant to say that the society should contribute any particular part of the articled clerks' fees, but out of the

general funds the council would find no difficulty in finding money for any beneficial object of that kind.

#### LEGAL EDUCATION.—LEGAL APPOINTMENTS.

Mr. Ford moved the adjournment of the meeting, because he considered the motions which stood in his name so important that they ought not to be discussed at this late hour.

Mr. COLDICOTT seconded the motion.

The PRESIDENT asked to what day the adjournment was for.

Mr. FORD: *Sine die.*

The motion was agreed to.

The following were the motions in question:—“(1) This meeting, whilst recognising the good intentions of the council in the small grants recently made to Liverpool and Newcastle-on-Tyne for educational purposes, is of opinion that these and similar grants should be larger in amount, and should be made without the conditions hitherto imposed by the council.” “(2) That the interests of solicitors and the public require that many public legal appointments, from which solicitors are at present excluded, should be thrown open to them.”

A vote of thanks to the president, moved by Mr. FORD, and seconded by Mr. MACARTHUR, terminated the proceedings.

#### WORCESTER AND WORCESTERSHIRE INCORPORATED LAW SOCIETY.

The annual meeting of this society was held at the Law Library, Pierpoint-street, Worcester, on the 25th ult.; Mr. F. Corbett, president, in the chair.

The report of the committee and treasurer's accounts for the past year were received and adopted.

The following officers of the society were unanimously elected for the ensuing year:—Mr. Joseph Higgin Whatley, of Malvern, president; Mr. A. W. Knott, vice-president; Mr. E. A. Davis, hon. treasurer; and Mr. F. Ronald Jeffery, hon. secretary.

The following gentlemen—viz., Messrs. F. Corbett, W. P. Hughes, T. G. Hyde, T. Southall, and J. Stallard, jun.—were appointed members of the committee for the ensuing year in addition to the officers of the society.

On the motion of Mr. T. Southall, seconded by Mr. E. A. Davis, the best thanks of the society were accorded to Mr. F. Corbett for the very efficient manner in which he discharged the duties of president during the past year, and a cordial vote of thanks was also given to Mr. J. H. Whatley for his services as vice-president for the past year.

At this meeting Mr. Anthony Swanson Allen, registrar of the Worcester County Court, and Mr. Samuel Bromley Garrard, of that city, were elected members of the society.

The following are extracts from the report of the committee:—

**Members.**—The present number of members of the society is sixty-three, as against sixty-one last year; two new members, Messrs. Lawrence Martin Curtler and Walter Thomas Curtler, of Worcester, having been elected. The number of subscribers is nine.

**Conducting Sales by Auction.**—The committee desire to draw the attention of members to the decision of the Court of Appeal in the case of *Re Wilson* (29 SOLICITORS' JOURNAL, 438, 29 Ch. D. 790), where the court held that, where the conducting fee authorized to be charged by the order for conducting an auction sale is charged by the solicitor, the solicitor must do the whole of the work for which such ad valorem remuneration was provided. In the case in question an auctioneer had been employed, and his fee of £55s. had been allowed by the taxing master against the estate, and a surveyor had also been employed and his charges allowed by the taxing master; but certain matters had been done by the surveyor and charged for in his bill against the estate which the court considered should have been done by the person conducting the sale; under these circumstances the solicitor was not allowed the ad valorem fee for conducting the sale, but £2 2s. for instructing auctioneer and surveyor, and £3 3s. for particulars. It is believed that the work specified in the surveyor's charges was of the following nature:—surveying property and comparing plans attached to deeds with existing boundaries; preparing plan and dividing into lots for purposes of sale; making copies; conference with solicitor as to re-lotting; survey of house and grounds for particulars of sale; valuation of property; preparation of plan in detail; measuring boundaries and checking area, &c. The court seemed disposed to hold that the ad valorem conducting fee was never chargeable when the client pays the surveyor and auctioneer, but they did not give a concluded opinion on the point.

**Claims of the Crown for Duties.**—In the last session of Parliament Mr. Gregory called attention to the position of trustees, executors, and others, liable to the payment of duties to the Crown, and moved for the introduction of certain clauses in the Customs and Inland Revenue Bill providing for a certain limitation in point of time in respect of such liabilities. Your committee regret that the introduction of these clauses was not carried, as, in their opinion, the subject is one demanding early attention.

**Agricultural Holdings (England) Act, 1883.**—Referring to the report of the committee for the year 1885, and to the question of the right of bailiffs to the percentages for cost of distresses allowed by the Act, amounting to £5 per cent. on sums exceeding £20 and not exceeding £50, and of £2½ per cent. on sums exceeding £50, the committee draw the attention of members to the case of *Grove and Another v. John and Another* (35 W. R. 477), where Grove and Grantham, J.J., on appeal from a decision of a county court judge, held that the bailiffs were not entitled to these percentages, but that the same belonged to the landlord, on the ground that it could never have been intended that the landlord should levy at his own cost.

#### LAW STUDENTS' JOURNAL.

##### THE INCORPORATED LAW SOCIETY.

###### INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the intermediate examination held on the 13th day of January, 1887.

Adderley, Rupert Thomas	Leacroft, Frederick Richard Becher
Addison, James Flockhart	Leggett, Frederick Clement Every
Allen, John William Bird	Levett, John Arthur
Appleby, Alfred	Lewis, Edward William
Arnall, William Ernest	Lundi, Frederick George
Bayliffe, Reginald Deane	Macdonald, George Alexander
Bell, Ralph	Malkin, Tom William
Berry, Thomas	Maples, Ashley Kilshaw
Bishop, Frederick William	Marshall, Francis Eden, B.A.
Blackman, Arthur	Martin, Charles
Blanckensee, Solomon James	Marett, Eustace
Bolton, John Edward	Maughan, George
Bower, George Walter	Maylam, Percy
Bowles, Charles Robert	Millikin, Ernest, B.A.
Braithwaite, Frederick Charles	Milner, Ralph
Breese, Charles Edward	Miller, George Ernest
Brooke, Henry Daniel	Moordaff, Charles Henry
Bubb, Edward Wallis, B.A.	Mosley, Herbert Thomas
Cafferatta, Wilfrid Charles	Neal, William Phené
Carden, Herbert Arthur John	Noble, John Campion
Carr, George Arthur	Oates, Joseph Henry
Charlesworth, Arthur Heywood	Oldfield, John Smith
Chinn, Alan Edward	Onions, Hubert
Clarke, Henry Garrard	Pattinson, Hubert Foder
Clements, Charles Edmund	Perkins, Frank, B.A.
Clutterbuck, Walter Sweeting	Phillips, Mark Thomas
Copley, Harry	Platt, George Francis
Coxens-Hardy, Ferneley	Pratt, John Tidd
Crouch, Leonard Wing	Rathbone, Herbert Reynolds, B.A.
Danvers, Robert Augustus, B.A.	Ravenscroft, Walter
Davies, John Arthur	Richardson, Aubrey
Dodd, Charles Haffenden,	Roberts, Harry
Duffitt, John Edgar	Roberts, Rhys Counsell
Earle, Percy William Leighton	Robinson, Arthur
Eaves, William John Stanley	Robinson, Charles Phineas
Ellison, John Vincent Edward	Robinson, Temple William
Evans, Arthur Acton	Rogers, Alfred Watney
Faber, Charles Edward	Russell, John Stanley Vaughan
Fletcher, James Herbert	Sadler, William Russell
Flint, Ernest Reginald	Samuel, Thomas John
Freeman, John Edward	Sargeant, Frederick Arthur
Fulillove, Thomas William	Scanes, Ernest Albert
Gibson, James Henry	Sewart, Allan
Gilbert, Arthur	Sharmar, Charles Crank
Goodacre, Hugh George	Sidebotham, John James, LL.B.
Gregson, William Eugene	Sinnett, John Parry
Griffiths, John Wakeman	Slinger, George Nicholas
Gwyn, Charles Jackson, B.A.	Smith, Charles Arthur
Hall, Marriott Firth	Smith, Charles Lawson, B.A., LL.B.
Hannen, Henry Arthur	Smith, Joshua Pritchard Fellowes
Harby, Travers Bidder	Smyth, William Knight
Hawkins, Benjamin	Spark, John Henry
Helliwell, Walter	Steel, Frederick William
Havelock, George Eric	Street, Allen Peter
Hickley, Leonard William North	Sturt, Bertram
Hobson, George Wentworth	Swire, Samuel, B.A.
Hodge, Wilmot	Tallack, Edwin
Hodges, Alfred	Tatham, George Sinclair
Howard, Charles	Thompson, Frank, B.A.
Howe, Charles Edward	Thring, George Herbert, B.A.
Humphreys, John	Tickell, Arthur Hollick
Hutchins, William John Mortimer	Tolley, Frederick
Instone, Stanley	Turner, Thomas
Jackson, Robert Harry	Twiss, Horace William
Jagger, Frank Herbert	Vise, Frederick Charles Damer
James, James John	Wagstaff, William
Johnson, Albert John William	Walker, William Earl
Julian, Thomas William	Watkin, Alfred Hobson
Kinloch, Harry Graham, B.A.	Westcott, Arthur Herbert
Knight, Hugh Coleraine, B.A.	White, Archer Moresby
Knott, Henry William Howard	White, Harold Jennings, B.A.
Lamb, William Richard	Williams, William Alfred
Langham, Frederick George, B.A., LL.B.	Winter, Robert Gilroy
	Wright, Arthur, B.A.

###### FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the final examination held on the 11th and 12th of January, 1887.

Abbot, Ralph Abel	Andrews, Charles John Damer
Adcock, Arthur Hugh	Ash, Frederick William
Addison, Arthur	Atkin, William
Allon, Francis	Atkinson, Ernest Darley

Belsaw, Walter  
 Barker, Hebborn, B.A.  
 Beaumont, Richard Henry  
 Bendle, Herbert  
 Binney, Harry Swallow  
 Bird, Arthur Wilberforce  
 Blackett, William  
 Bliss, William Herbert Wray  
 Bolam, John Thomas Carr  
 Bolland, William  
 Borrowman, Robert  
 Bowser, Harry Morland  
 Boyle, Ernest Patrick Charles  
 Bradshaw, William Graham, B.A.  
 Bramble, Edward  
 Brewer, Harris Heal  
 Bristow, Harry  
 Brown, Henry  
 Browning, Harry  
 Bull, Harold Thomas  
 Bullock, Sidney Lauriston  
 Bygott, James  
 Byron, Christopher  
 Capes, George Albert  
 Carr, Arthur Thomas  
 Carr, Frederick Statter  
 Cattell, Charles  
 Cay, Robert James  
 Chambers, Thomas Washington  
 Chancé, Thomas Godwin  
 Charleworth, John  
 Chivers, Herbert William  
 Churcher, Walter  
 Clarke, William Henry  
 Cleveland, William Godfrey  
 Clarkson, Guy Comerford  
 Clouddale, Thomas Gaskarth Woodburne  
 Cole, John, B.A.  
 Cook, Edward Harvey  
 Cooper, Ernest Read  
 Craik, Joseph Hanson  
 Crickmay, Arthur Hayter  
 Cross, Reginald Stawell  
 Cruessmann, Eduard  
 Curry, Harvey Castlemann  
 Dumbleton, Arthur Norris  
 Dunn, Albert Edward  
 Eddowes, Charles Randolph Beaumont  
 Edell, John Frederick  
 Elgood, Charles Alaaiger  
 Essell, Ernest William  
 Evans, John Ivor  
 Eve, Henry Ernest  
 Farman, Harold Augustus  
 Fawcett, William  
 Field, Joseph Henry  
 Flider, Edward de Coudra  
 Forman, Wilson Charles  
 Foulkes, John Charles Griffiths  
 Fowler, William Ernest  
 Garnett, Theodore, B.A.  
 Gates, Ferdinand Chasemore  
 Ganlier, John Robert  
 Gerrish, Edward, M.A.  
 Gichard, William Michael  
 Goaling, Henry, B.A.  
 Goaling, William Kingsley  
 Gradwell, Joseph  
 Gregory, William Henry  
 Hall, Harry Garforth  
 Hall, Robert Michael  
 Hardman, Herbert  
 Herbert, Thomas Richards Penderel  
 Herne, Edmund  
 Hills, Robert Gordon French

Holden, Cecil  
 Hole, Michael  
 Holmes, Harry  
 Holt, Henry Spawforth, B.A.  
 Hovell, Robert de Berdt  
 Habberstey, John Paley, B.A.  
 Hughes, William  
 Hulton, William Arthur  
 Hunt, Ernest James  
 Ilingworth, Lawrence Bradley  
 Jackson, Samuel Percy  
 Jerman, James Colin Stuart  
 Johnson, Edward William  
 Jones, Frank Wolstenholme  
 Jones, Llewellyn Golyddon Albert Harries  
 Kendall, Edmund Walter  
 Knight, Edward Albert  
 Legassick-Crespin, Claude William  
 Leggett, Percival Henry Aufre  
 Linthorne, Richard Roop  
 Lynn, Frederic Charles  
 Macdonald, John William  
 McNab, John Humber  
 Malkin, George Robert  
 Marshall, Frederic the Younger  
 Maw, Frederic James  
 Melly, Augustus George  
 Morgan, Frederic Williams  
 Morris, Walter Edward  
 Muspratt, Percy Cameron, B.A.  
 Naylor, Percy  
 Nelson, John James  
 Newell, Matthew Banks  
 Norton, Edmund Scott  
 Nutting, Louis Walter Bligh  
 Parkin, Montagu Lewis, M.A.  
 Pawlin, Alfred George  
 Payn, Arthur Stransom  
 Philips, George Jason  
 Porter, Charles Hornby  
 Price, Thomas Protheroe  
 Prior, Edmund Blackstone  
 Procter, John Robert  
 Ray, John Lindley  
 Roberts, Arthur  
 Robinson, Hugh Mansfield  
 Robinson, John  
 Rutherford, Henry Taylor  
 Sansom, Percy Burnett  
 Sheffield, Robert William, B.A.  
 Siveter, William Alfred  
 Skidmore, Arthur Charles  
 Smith, Arthur, B.A.  
 Smith-Spark, Gerald Spark, M.A.  
 Spilsbury, George Hubball  
 Spokes, William Silverthorne  
 Stubbe, William Henry  
 Swann, Francis Ernest  
 Taylor, Samuel Robert  
 Thompson, William  
 Thomson, Frederick Samuel  
 Thurn, Colin Campbell im, M.A.  
 Thursfield, William Brunton  
 Tolhurst, Bernard Wilshire  
 Tremellen, Edgar Herbert  
 Trimmer, Edward Douglas  
 Turner, Francis  
 Veale, William George, B.A.  
 Wakeford, William Frederick  
 Wakley, Thomas Finsbury  
 Watson, David Jouffroy  
 White, Arthur Cecil  
 Willey, William  
 Williams, Henry Alexander  
 Wilson, George Bailey, B.A.  
 Wooding, Peter Jones

## CALLS TO THE BAR.

The undermentioned gentlemen were, on the 28th ult., called to the bar by the Honourable Society of the Inner Temple—viz., Mr. John Harrison Wagner, B.A. Cambridge; and Mr. Charles Ernest Chambers, B.A., LL.B. Cambridge.

## LEGAL NEWS.

## APPOINTMENTS.

Mr. BERNARD HARFIELD, solicitor, of Southampton and Lymington has been elected Coroner for the Southampton Division of Hampshire, in succession to his father, the late Mr. Robert Harfield. Mr. B. Harfield

had for some time acted as deputy-coroner. He was admitted a solicitor in 1879.

Mr. ARTHUR JOHN HANSLIP WARD, solicitor, of Harwich and Dovercourt, has been elected Town Clerk of the Borough of Harwich, in succession to Mr. Edward Chapman, resigned. Mr. Ward was admitted a solicitor in 1882.

Mr. PHILIP SPENCER GREGORY, barrister, has been appointed by the Bishop of London to be Honorary Lay Secretary to the London Diocesan Conference, in succession to Mr. John Walter Buchanan Riddell, resigned. Mr. Gregory is the third son of Mr. John Gregory, and was born in 1851. He was educated at King's College, Cambridge, where he graduated in the second class of the Classical Tripos in 1873. He was called to the bar at Lincoln's-inn in November, 1875, and practices in the Chancery Division.

EDWIN FRANCIS SCUDAMORE STANHOPE (Lord Stanhope) has succeeded to the Peerage on the death of his father, the ninth Earl of Chesterfield. Lord Chesterfield was born in 1854. He was educated at Eton and at Brasenose College, Oxford, and he was called to the bar at the Inner Temple in November, 1890. He is a magistrate and deputy-lieutenant for Herefordshire.

Mr. JOSEPH ARNALL, solicitor, of Leicester, has been elected President of the Leicester Law Society for the ensuing year. Mr. Arnall was admitted a solicitor in 1854.

Mr. EDWARD MACNAUGHTEN, Lord of Appeal in Ordinary, has been sworn in as a member of the Privy Council, and has been created Baron Macnaughton of Runkerry.

Mr. CHARLES BATHURST LUIS FERNANDES, solicitor, of Wakefield, has been appointed Clerk to the Wakefield Local Board. Mr. Fernandes was admitted a solicitor in 1857.

Mr. RICHARD CLARENCE HALSE, solicitor, of 61, Cheapside, has been elected Chairman of the Markets Committee in the Court of Common Council. Mr. Halse was admitted a solicitor in 1860. He is a Common Councilman for Cheap Ward.

Mr. CHARLES F. MARTELLI, solicitor, of 10, Staple-inn, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. G. M. ROBINSON, solicitor (of the firm of Robinson & Turnbull), of 4, Mitre-court-chambers, Temple, E.C., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. BASIL WICKINGS SMITH, solicitor (of the firm of F. Wickings Smith & Son), of 23, Lincoln's-inn-fields, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOSEPH HIGGINS WHATLEY, solicitor, of Great Malvern, has been elected President of the Worcester and Worcestershire Incorporated Law Society for the ensuing year. Mr. Whatley was admitted a solicitor in 1856.

## PARTNERSHIPS DISSOLVED.

ISAAC HALL, HERBERT GARNETT JANION, and MONTAGU HEATH HALL, solicitors, Manchester, so far as regards the said Isaac Hall. Jan. 19.

[*Gazette*, Jan. 28.]

ARTHUR OCTAVIUS BAYLY and EDWARD HENLEY, solicitors (Combs, Bayly, & Henley), 25, Bucklersbury. Jan. 28.

HARRY REID LEMPRIERE and THOMAS ASTLEY HORACE HAMOND, solicitors (Lempriere, Hamond, & Browne), 56, Lincoln's-inn-fields. Dec. 31.

ARTHUR CRUWYS SHARLAND and EDWARD FREDRICK CHILDS CLARKE, solicitors (Sharland & Clarke), Tiverton, Devon. Jan. 13. The said Edward Frederick Childs Clarke will practise at the office of the late firm under the style of Sharland & Clarke, but on his own account exclusively.

[*Gazette*, Feb. 1.]

## GENERAL.

A meeting was held on Saturday afternoon last in Lincoln's-inn Hall, to consider the advisability of establishing a society dealing with the history of English law. Lord Justice Fry presided, and there were present: the American Minister, Lord Chief Justice Coleridge, Lord Justice Lindley, Messrs. Cookson, Q.C., Cock, Q.C., Romer, Q.C., Hyde Clarke, P. E. Dove, Jeune, S. Moore, W. A. Lindsay (Portsmouth), E. Walford, and about 100 members of the bar and others interested. Letters were read from the Lord Chancellor, Lord Derby, Mr. Justice Cave, Mr. Justice Wills, and others expressing interest in the society, and regretting their inability to attend. On the motion of the American Minister, seconded by Mr. M. Cookson, Q.C., it was resolved to establish the society, which it was resolved, on the motion of the Lord Chief Justice, seconded by Prof. F. Pollock, to call the "Selden Society." Other motions were proposed by Messrs. Hyde Clarke, Stuart Moore, J. C. Wilson (Oxford), Jeune, A. Cock, and W. A. Lindsay. A provisional committee was appointed, consisting of the American Minister, the Lord Chief Justice, Lord Justice Fry, Mr. Justice Wills, M. Cookson, Q.C., F. Meadows White, Q.C., Professor A. V. Dicey, F. Pollock, W. W. Skeat, Messrs. E. Campbell, Hyde Clarke, H. W. Elphinstone, F. H. Jeune, C. Tros Martin, F.S.A., Stuart Moore, with the hon. secretary, Mr. P. Edward Dove. A cordial vote of thanks to the Benchers of Lincoln's-inn for the loan of the Hall was passed by acclamation, on the motion of Lord Justice Lindley, seconded by Mr. Meadows White, Q.C. A vote of thanks to the chairman (Lord Justice Fry), proposed by the American Minister, and seconded by the Lord Chief Justice, brought the meeting to a close.

At the Guildhall Police Court on Tuesday, John Silas Poole, of 113, Vauxhall-bridge-road, was summoned at the instance of the Incorporated Law Society for, on the 3rd of September, 1886, unlawfully, wilfully, and falsely pretending to be duly qualified to act as a solicitor. Mr. C. O. Humphreys appeared in support of the summons. Mr. Charles Maynard stated that in September last he was clerk to Messrs. Fisher, Nichellas, & Co., at 43, London-wall, now of Billiter-square. He received the letter produced, demanding payment of £5, which he owed to a Mr. Bull. He understood that this communication came from a solicitor. Witness made inquiries, and then went to the Law Society. He wrote to the defendant and informed him of what he had done. Subsequently he received a county court summons from Mr. Bull. He paid the money into court. By the defendant.—He took no notice of the first letter; but when he received the second he shewed it to a friend, who advised him what to do. Mr. Lloyd Griffith Worth stated that in consequence of directions he went to 187, Stewart's-road, Clapham. Defendant had left there. Ultimately witness found the defendant at 113, Vauxhall-bridge-road. He shewed him two letters, and informed him that they had been forwarded to the Law Society, and that he was instructed to make inquiries as to whether he had written them. The defendant told him that he did write them at the request of Mr. Bull. It was, the defendant added, Mr. Bull who took out the county court summons. The debt had been paid, and he had received 2s. 6d. for his trouble. The defendant said that his name was not in the "Law List." Moreover he did not act as a solicitor, nor did he pretend to be one. He was a debt collector, and acted in that capacity. He was a poor man. The Alderman imposed a penalty of 40s. and £1 1s. costs.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

Date.	Mr. Jackson	Mr. Pugh	Mr. King	Mr. Justice KAY.	Mr. Justice CHIFFY.
	No. 1.	No. 2.			
Mon. Feb. 7	Mr. Jackson	Mr. Pugh	Mr. King	Mr. Leach	Godfrey
Tuesday.... 8	Koe	Bosil	Ward	Leach	Godfrey
Wednesday 9	Carrington	Pugh	King	Leach	Godfrey
Thursday.. 10	Lavie	Bosil	Ward	Leach	Godfrey
Friday .... 11	Bosil	Pugh	King	Leach	Godfrey
Saturday... 12	Pugh	Bosil	Ward	Leach	Godfrey
	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEEREWICH.	Mr. Clowes	Mr. Justice NORTH.
Monday, February .....	Mr. Koe	Mr. Lavie	Mr. Clowes	Pemberton	Mr. Justice STIRLING.
Tuesday..... 8	Jackson	Carrington	Pemberton	Pemberton	Mr. Clowes
Wednesday.... 9	Koe	Lavie	Pemberton	Pemberton	Mr. Clowes
Thursday.... 10	Jackson	Carrington	Pemberton	Pemberton	Mr. Clowes
Friday ..... 11	Koe	Lavie	Pemberton	Pemberton	Mr. Clowes
Saturday.... 12	Jackson	Carrington	Pemberton	Pemberton	Mr. Clowes

### HIGH COURT OF JUSTICE. QUEEN'S BENCH DIVISION. NEW TRIAL PAPER.

(Continued from p. 190.)

Set down 9th December, 1886 Middlesex Brockwell v Sullivan Mr M Daniel Justice Day  
 Set down 14th December, 1886 Middlesex Hatchard v Mage & ors Mr M Daniel L C J of England  
 Set down 14th December, 1886 Middlesex Potts v Lottis Mc Wallace Justice Day  
 Set down 16th December, 1886 Middlesex Martin v North Met Trans Co Mr T R Kemp Justice Mathew  
 Set down 16th December, 1886 Middlesex Mayor, &c, of the Staple of England v Governor & Co of the Bank of England Mr Finlay Baron Pollock  
 Set down 16th December, 1886 Middlesex Duplany v Davis Mr Pollard L C J of England  
 Set down 17th December, 1886 Middlesex Callaghan v Frith Mr Bucknill Justice Day  
 Set down 17th December, 1886 Middlesex Cleghorn v MacDougall Justice Day  
 Set down 18th December, 1886 Middlesex Boaler v Hulder Pltf in Pers a Justice Mathew  
 Set down 18th December, 1886 Middlesex Jonas v Crawshay Mr A Cross L C J of England  
 Set down 20th December, 1886 Mid'lessex Gloucestershire Bkg Co v Edwards, executor, &c Mr Bosanquet L C J of England  
 Set down 21st December, 1886 Middlesex Lovering & Co v Black, Black v Lovering & Co Mr Lynch Justice Stephen  
 Set down 21st December, 1886 Middlesex Black v Johnson & ors Mr Lynch Justice Manisty  
 Set down 22nd December, 1886 Middlesex Cambefort & Co v Chapman Mr Willis Justice Mathew  
 Set down 23rd December, 1886 Middlesex Roberts v Biggall & ors Mr Fillan Justice Mathew  
 Set down 23rd December, 1886 Middlesex Balding & am v Tuppen & ar Mr Crompton Justice Mathew  
 Set down 24th December, 1886 Middlesex Ditton v Stuart & ar Mr Bonsey Justice Grove  
 Set down 28th December, 1886 Middlesex Berridge v Laws & ors Mr Lane for deft Hough Justice Mathew  
 Set down 3rd January, 1887 Middlesex Couper, McCann & Co v Richards & C J R T Reed Justice Mathew

### OPPRESSED MOTIONS.

For Argument.

In re a Solicitor Expte Incorporated Law Society  
 Zucconi & ar v North London Equitable Building Society

Lilley v Rankin Rankin v Lilley & ar  
 Owners of the West Stockton Iron Works v Dawson & Co  
 Brown v Sedall  
 Jenner & ar v Lord Grey de Wilton (see No 47)  
 Crisford v Less  
 Ingham v Walker (Ellwood, clint)  
 Perry v Corporation of Foreign Bondholders & ors  
 Johnson v Newman  
 Barber v Brotherton & ors  
 Parr v Oldfield  
 Thoresen v Graham & Co  
 Ha-kar v Smart  
 In re a Soldier & ar Expte Allen & ar  
 Peacock v Gamble  
 Thursby v Bradford  
 Barr v Kingsford & ar (Oakley, clint)  
 Lawrence v Bertie (commonly called, &c) and ar to be argued with No 13  
 Roberts v Matthews  
 Same v Same  
 Stone v McKay  
 Allen v H. J. Long  
 Davies v Dawes  
 Thomson & ar v Strickland & ors  
 Cogswell & ar v Magie  
 Saunders v Pollow  
 Rawlins v Overell  
 Wertheimer v Milbank  
 In re Arbitration between Holliday & Co & Lawry  
 Trower v Trower & ors  
 In re a Solicitor Expte Incorporated Law Soc  
 Haynes & Co v Wilson Brothers  
 Great West Shepherd Ind v Sargent, sued, &c  
 Moll v Newman  
 Great West Sh-pards Ind v Sargent, sued, &c  
 Williams v Sebright & ar  
 Hanbury & ar v Brocks  
 Tuohy & Sons v Priestor, sued &c  
 Skinner v Bamber  
 Smith & ar v Webb & ar  
 In re an Arbitration between A Sims and F Leaders & C  
 Wandsworth Common Conservators v The Official Trustees & the Patriotic Fund & ar  
 Usher & Co v Matthews & Co M  
 Squire v Ferguson & ors  
 Forrester v Weight & ors  
 Adams v Watney & ors  
 Cooper v Gibbs & ar  
 Hackitt v Scott  
 Madgin v North Braesepth Coal Co  
 Williams v Beattie  
 In re an Arbitration between A Higgins and C R Vigers  
 Reynolds v De Beer  
 Boyle, Campbell, Buxton & Co v Moffat  
 Same v Same  
 British Bartram Lead Co M v Burnup  
 Gardner v Mills

### CROWN PAPER.

For Argument.

Warwickshire Buchanan & ar v Hardy Magistrate's case  
 Staffordshire, Burton-on-Trent Moorcroft v Harrison County Court Defendant's appeal H H Judge Woodfords  
 Leicestershire, Loughborough Marion v Marriott County Court Plaintiff's appeal H H Judge Hooper  
 Middlesex, Westminster Ramsden v Musical Exchange 1d County Court Plaintiff's appeal H H Judge Bayley  
 Northumberland Laycock & ar v Assessment Committee of Tynemouth Union Quarter Sessions, 12 & 13 Vict, c 45, s 13 London Pascall & ar v Pilley Mayor's Court Defendant's appeal The Recorder  
 same Johnston v Moella Mayor's Court Defendant's appeal The Recorder  
 Met. Pol. Dist. Penny v Hans n Magistrate's case  
 Middlesex, Bow Brown & Dowson & Worth County Court Plaintiff's appeal H H Judge Prentiss  
 Nottingham Burton v Acton Magistrate's case  
 Northumberland, Newcastle Pinkney & ar v Owners of Waldrige Colliery County Court Defendants' appeal H H Judge Holl  
 Essex The Queen v Johnson nisi for mandamus to elect Churchwardens Expte Vesey  
 Yorkshire, Bradford The Queen v H H the Judge of County Court of Yorkshire, Holden at Bradford, and Craven Bank 1d Nisi to hear, &c apply for new trial of interlocutory issue Expte E. Hartley  
 Carmarthenshire The Queen v J J of Carmarthen Nisi for mandamus to hear appeal Expte Bishop  
 Nottingham, Mansfield Frost v Pogson & ors County Court Plaintiff's appeal H H Judge Brinsford  
 Middlesex, Shorelitch Turney v Cox & ar County Court Defendant Harriett Prio's appeal H H Judge Prentiss  
 Norfolk Guardians of St Pancras v Guardians of the Norwich Incorporation Quarter Sessions, 12 & 13 Vict, c 45, s 11 Middlesex, Brompton Lang v Lovatt (and, &c) County Court Plaintiff's appeal H H Judge Stonor  
 Devonshire Kingsbury Union v Churchwardens, &c of East Stonehouse Order of Sessions Appellants' nisi to quash  
 Middlesex North & South London Junction Ry Co v Assessment Committee of Brentford Union & ar Quarter Sessions 12 & 13 Vict, c 45, s 13 (case stated by arbitrators)  
 Kent The Queen v Poole Nisi for quo warranto as member of Vestry of Parish of Lee Expte Rector and Churchwardens of the said Parish  
 Middlesex Priest & ar v Archer Magistrate's case  
 Essex, Colchester Shaw v Girvan County Court Plaintiff's appeal H H Judge Abby

Liverpool The Queen v Raffles & Royal Liver Friendly Society Nisi to hear & co-complaint Expte Dougherty  
 Middlesex, Bloomsbury Wilson v Attenborough & ors County Court Plaintiff's appeal H H Judge Eddie  
 Hertfordshire, Royton Postle v Porter County Court Defendant's appeal H H Judge Bagshawe  
 Met Pol Dist Patten v Wood Magistrate's case  
 Sussex Lewis v Fermor Magistrate's case  
 Merionethshire Foster v Diphwys Casson slate Co Id & anr Magistrate's case  
 Bolton Whellan v Rodgers & anr Magistrate's case  
 Northumberland, Newcastle Turner v Hickney County Court Defendant's appeal H H Judge Holt  
 Salop Lawley v Merricks Magistrate's case  
 Hampshire, Southampton Miell & anr v Frampton County Court (Equity) Defendant's appeal H H Judge Leonard No notes taken by Judge—vide letter  
 Lancashire, Liverpool Evans & ors v Holt & Co County Court Plaintiff's appeal H H Judge Thompson  
 Lincolnshire The Queen v Davy & ors Nisi to set aside return and for attachment  
 Lancashire The Queen v Haslehurst Nisi for certiorari and disallowance and surcharge Expte Abercrombie  
 England The Queen v The Right Hon Baron Penzance and ors Nisi for prohibition to Chancery Court in suite Hakes v Bell-Cox Expte Bell-Cox  
 London Engrd Freres v Rapier City of London Court Defendant's appl Same Bath v Keeling Mayor's Court Defendant's appeal  
 Yorkshire, Leeds Lomas & C<sup>o</sup> v Williamson, Dunn, & Co County Court Defendant's appeal H H Judge Greenhow  
 Glamorganshire, Swansea Shepherd & anr v Morris County Court Plaintiff's appeal H H Judge Williams  
 Ryde Muoro v Watson Magistrate's case  
 London Mendelsohn & anr v Cohen & ors Mayor's Court Plaintiff's appeal  
 Essex The Queen v H H Judge Addy & Clarke Nisi for prohibition from proceeding on order amending judgment in action Clarke v Cotton Expte Clarke  
 Kent Greenwich Steele v Easton County Court Defendant's appeal H H Judge Powell  
 Hertfordshire, Barnet Rome, trading as Wilkinson & Son v Page (S Page, clm.) County Court Plaintiff's appeal H H Judge Whigham  
 Met Assmt Dist The Queen v JJ's of General Assessment Sessions Nisi for certiorari for order at instance of West London Extension Ry  
 Met Assmt Dist The Queen v Sam, Nisi for mandamus to draw up order Expte West London Extension Ry  
 Kent, Tonbridge Spencer & anr v Bartram & anr County Court Plaintiff's appl H H Judge Cox  
 Sam, Gravesend The Queen v W Fletcher, Esq, J<sup>r</sup>, &c, & anr Nisi to hear, & co-appl for summons Expte Lond<sup>n</sup>, Tilbury, & Southend Ry Co  
 Lancashire, Liverpool Nicholson & ors v Dickenson County Court Plaintiff's appeal H H Judge Collier  
 Middlesex, Westminster Real & Personal Advance Co Id v Cleare County Court Plaintiff's appeal H H Judge Bayley  
 Yorkshire, Sheffield Mooby v Waterlow & Sons Id County Court Defendants' appeal H H Judge Ellison  
 Staffordshire, Cheadle Ainsworth v Ainsworth County Court Defendant's appeal H H Judge Jordan  
 Kent, Rochester Fortune v Penn County Court Plaintiff's appeal H H Judge Cox  
 Norfolk, Norwich Flint v Easton County Court Defendant's appeal H H Judge Price  
 Lancashire, Brigg Chatterton v Chesman County Court Defendant's appeal H H Judge Stephen  
 Glamorganshire, Cardiff Trade Auxiliary Co v Jeham (W<sup>sh</sup>ire, clm.) County Court Plaintiff's appeal H H Judge Owen  
 Surrey, Redhill Gibson v Wise County Court Plaintiff's appeal H H Judge Martineau  
 Middlesex, Shoreditch Masters v Morris County Court Defendant's appeal H H Judge Prentiss  
 Leicestershire, Hinckley Wills v Perkins County Court Defendant's appeal H H Judge Hooper  
 Worcestershire, Tenbury Davis v Harvey & Co County Court Defendant's appeal H H Judge Sir R Keitlie  
 Nottinghamshire, Mansfield Rudd & anr v The New Hucknall Colliery Co Id County Court Def'ts appeal H H Judge Bristow  
 Durham, Gateshead Had & Rbertson & Sia County Court Defendant's appeal H H Judge Holl  
 Shropshire, Ludlow Gwilliam & ors v Butcher County Court Defendant's appeal H H Judge Rogers  
 Suffolk, Walton v Hardman Hundred Court Plaintiff's appeal  
 Newcastle upon Tyne McDonald v Lechane Magistrate's case  
 Same Same Same  
 Kent, Westbrook v Field Same  
 Warwickshire Worcester Union v Parish of Birmingham Order of Sessions Respondents' nisi to quash  
 Swansea Hughes v Glover Magistrate's case  
 Kent, Overseers of Parish of St Lawrence v JJ for County of Kent & ors Order of Sessions Appellants' nisi to quash  
 Suffolk, Ipswich Bass & ors v Maceous County Court Plaintiff's appeal H H Judge Roxburgh  
 Middlesex Bonella v Twickenham Local Board Magistrate's case  
 Same Holmes v Same Same  
 Met Assmt Dist The Queen v JJ of Gen Assmt Sessions (expte L & N W Ry) S.mons for mandamus to draw up order (expte L & N W Ry Co) adjd from Chambers 12 Oct, 1886 (per Gruntham, J) to be taken with Nos 102 & 108  
 Same The Queen v Same Summons for certiorari for order (expte L & N W Ry Co) adjd from Chambers Same  
 Parts of Kent, Asher v Calcraft Magistrate's case  
 York-shire, W R Rylands v Lindley Magistrate's case  
 Monmouthshire, Newport Aiken & anr v Newport Slipway & Co Id County Court Defendant's appeal H H Judge Owen  
 Sussex Purser v Worthing Local Board Quarter Sessions, 12 & 13 Vict s 45, s 11  
 Middlesex, Bow Watson v Weeks & anr County Court Defendant's appeal H H Judge Prentiss  
 Hampshire, Portsmouth Pinto & Sons v Drocquier (Southern Counties & Bank clnts) County Court Plaintiff's appeal H H Judge Leonard  
 Bedfordshire, Leighton Buzzard Hammer & anr v King County Court Defendant's appeal H H Judge Whigham  
 Middlesex, Bow Sutton v Stead & anr County Court Plaintiff's appeal H H Judge Prentiss  
 London Stock & Share, &c, Co v Galmyre Mayor's Court Defendant's appeal Suffolk The Queen v Judge of the County Court of Suff, holder at Ipswich and Mitchell Nisi to hear, & co-action "Mitchell v Blyth" (expte Blyth)  
 Parts of Holland The Queen v Rev J T Dove & ors J<sup>r</sup>, &c, & Re'd Nisi to state case (expte Read)  
 Lancashire Local Board for Waterloo & Scarsdale v Lewis Magistrate's case  
 Met Pol Dist Legg v Gibbs Same  
 Surrey, Southwark Tillatt v Goode (Sherry, clm) County Court Clm's appeal H H Judge Holroyd  
 Buckinghamshire, Newport-Pagnall Yorke v Strand County Court Plaintiff's appeal H H Judge Whigham  
 Oxfordshire The Queen v Inhabitants of Oxfordshire Indictment Verdict subject to special case  
 Surrey, Kingston Roake v Cogswell County Court Defendant's appeal H H Judge Lushington  
 Durham Bell v Stockton & Darlington Steam Tramways Co Id Magistrate's case  
 Kent Wheeler v Webb Magistrate's case  
 Salford Kershaw v Kershaw Magistrate's case  
 Carnarvonshire Hughes v Owen Magistrate's case  
 Nottinghamshire, Nottingham Bardill v Daykin (Jarvis, clm) County Court Plaintiff's appeal H H Judge Bristow  
 Surrey The Queen v G W G Leveson-Gower, Esq, & ors J<sup>r</sup>, &c, and Godstone Highway Board & anr Nisi to issue summons Expte Kelsey  
 London Newton & anr v Jameson & anr Mayor's Court Def'ts appeal Shropshire The Queen v Judge of County Court of Shropshire holder at Oswestry and Thomas & ors Nisi to hear action "Frichard v Tuomas & ors" (expte Frichard)  
 Kent, Maidstone Standen v Hook & Co County Court Plaintiff's appeal H H Judge Homersham Cox  
 Monmouthshire Lea v Abergavenny Improvement Commissioners Nisi to discharge order as to costs against the Justices  
 Lincolnshire, Parts of Lindsey The Queen v JJ for Parts of Lindsey Nisi for mandamus to hear appln (expte Waterhouse) Re Morton Carr Drapery  
 Surrey, Southwark Woodward v London Chatham & Dover Ry County Court Defendant's appeal H H Judge Holroyd  
 Glamorganshire, Swansea Matthews v Matthews County Court Plaintiff's appeal H H Judge Williams  
 London H M Postmaster-General v Bishop City of London Court Plaintiff's appeal  
 Surrey, Lambeth Smith v Wood & anr County Court Def't Marceau's appeal H H Judge Powell  
 Warwickshire, Birmingham Copner v Middleton County Court Defendant's appeal H H Judge Chalmers  
 Middlesex, Marylebone Browning v Burbridge Brothers (Burbridge & anr, clm) County Court Pite appeal H H Judge Sonor  
 Same, Westminster Petrie v Batley County Court Plaintiff's appeal H H Judge Bayley  
 Surrey Croydon Union v Reigate Union Quarter Sessions, 12 & 13 Vict s 45, s 11  
 Carmarthenshire, Llanelli Morgan v Bowen County Court Defendant's appeal H H Judge Beresford  
 Cheshire Stubbs v Hitchcock Magistrate's case  
 London The Queen v Judge of the City of London Court & Price, Nisi to hear action (Ex parte Grey)  
 Monmouthshire Rutherford v Straker Magistrate's case  
 Met Pol Dist Vestry of St Giles, Camberwell v Hunt Same  
 Cheshire Catherall v Mersey Ry Co County Court Defendants' appeal H H Judge Ffoulkes  
 Radnorshire The Queen on prosecution of J R-yndis v W Stephens & anr Churchwardens of Presteigne Mandamus Motion to amend return London The Queen v King & anr Nisi for certiorari for inquisition Ex parte H M Postmaster-General  
 Warwickshire, Birmingham Wones & Co v Sealey (Homer, clm) County Court Plaintiff's appeal H H Judge Chalmers  
 London Williams v Campbell City Court Plaintiff's appeal Mr Commissioner Kerr  
 Glamorganshire, Merthyr Tydfil Kirkhouse v Williams County Court Defendant's appeal H H Judge Williams  
 Middlesex, Shoreditch Cook v North Met Trams Co County Court Plaintiff's appeal H H Judge Prentiss  
 Middlesex, Bow Clark v Marquess of Londonderry County Court Plaintiff's appeal H H Judge Prentiss  
 Leicestershire Dunkley & anr v Harrison Magistrate's case  
 Met Pol Dist Back v Holmes Magistrate's case  
 Lincolnshire, Louth Mower v Plaskett County Court Defendant's appeal H H Judge Stephen  
 London Spa gce v Hughes Prohibition Appeal from Judge at Chambers Sheffield Kershaw v Sheffield Sanitary Authority Magistrate's case  
 Leicestershire Haddon v Haddon Magistrate's case  
 London Catler v North London Ry Co Mayor's Court Plaintiff's appeal Same Baker v Ward Mayor's Court Defendant's appeal  
 Cent Crim Court, London The Queen v Angus & anr Nisi for certiorari for indictment at instance of Defendants  
 Middlesex, Westminster A'kinson & ors v Fletcher County Court Plaintiff's H H Judge Bayley  
 Yorkshire, West Riding Addy v Blake Magistrate's case  
 Sussex Gardner v Mansbridge Magistrate's case  
 Middlesex The Queen v Hubert Nisi for certiorari for indictment at the instance of Defendant  
 Met Pol Dist The Queen v H J Bushby, Esq, Met Pol Magistrate & Green Nisi to hear appl for summons (Ex parte Green)  
 Surrey, Southwark Kellard v Cooke County Court Plaintiff's appeal Hampshire, Winchester Crisfield v Brown County Court Plaintiff's appeal

London Isaac v Hunt City Court Plaintiff's appeal Mr Commissioner Kerr, judge  
Middlesex, Clerkenwell Ichonhauer v Memory (Memory claim) County Court Plaintiff's appeal H H Judge Eddis  
Yorkshire, Sheffield Wilson v Glossop County Court Plaintiff's appeal H H Judge Ellison  
Middlesex, Clerkenwell Jarvis v Masters County Court Plaintiff's appeal H H Judge Fiddis  
Durham Thorp v Royton Local Board Magistrate's case  
Carnarvonshire The Queen v J Richards, Esq., & anr, JJ &c nisi for certiorari for order (Ex pte Jones)  
Bedfordshire The Queen v Woburn Highway Board nisi for mandamus to release brook  
Middlesex The Queen v Devisedes of the late Count de Salis nisi for certiorari for inquisition (Ex pte L & N W Ry Co)  
Same, Shoreditch Stewart v Lewis County Court Defendant's appeal H H Judge Prentiss  
Salford Cooper v Pollitt Hundred Court Plaintiff's appeal W West, Esq. Q C, Judge  
Lancashire, Liverpool Rudd v Liverpool Brewery Co County Court Plaintiff's appeal H H Judge Thompson  
Yorkshire, Leeds Mayor, &c, of Leeds v Robshaw County Court Plaintiff's appeal H H Judge Greenhow  
London Bacon v Gray, Dawes, & Co City Court Plaintiff's appeal  
Same Levering v London & St Katherine's Docks Co City Court Plaintiff's appeal  
Cornwall, Camelot Hawkiss v Shearer & Co County Court Plaintiff's appeal H H Judge Bere  
Surrey, Southwark Doe v London & St Katherine's Dock Co County Court Plaintiff's appeal  
Middlesex, Brentford Merriman v Borer County Court Defendant's appeal Cheshire, Ashton under Lyne Dukinfield Local Board v Adamson & C, County Court Defendants' appeal  
Cardiganshire, Abergavenny Thomas v Frye County Court Defendant's appeal H H Judge Bishop  
Yorkshire, Leeds Dodgson v Ingham & anr County Court Defendants appeal Peterborough Popp v Hunt & anr Magistrate's case  
Middlesex, Marylebone Budd & anr v Hersek (Kulby claim) County Court Plaintiff's appeal  
London Lane v Tyler City Court Defendant's appeal O B C Harrington, Esq., Deputy Judge

REVENUE PAPER.  
Cause for Hearing.

Attorney-General v Emerson & ors by English Information  
Attorney-General v Tees Conservancy Commissioners & Joseph Dodds For Argument.  
Attorney-General v Newcomen & ors ex action to answer  
In the Matter of the Duty on the Estate and Effects of the New University Club  
shewing cause against a writ of summons  
Cases as to Income Tax.  
St Andrew's Hospital, Northampton, Appts and Sharsmith (Surveyor of Taxes) Rept  
The City of London Contract Corp, Appts and R H P Styles (Surveyor of Taxes) Rept  
Werl & Co, Appts and Colquhoun (Surveyor of Taxes) Rept  
Stevens, Appt and Bishop (Surveyor of Taxes) Rept  
Sowrey (Surveyor of Taxes) Appt and The Harbour Moorings Commissioners of King's Lynn, Repts  
Cook (Surveyor of Taxes) Appt and Knott, Rept  
Hillman (Surveyor of Taxes) and The Blains Iron and Tin Plate Co Ltd Repts

## WINDING UP NOTICES.

*London Gazette*.—TUESDAY, Feb. 1.  
JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

GENERAL LOAN, DISCOUNT, LAND, AND MORTGAGE CO, LIMITED.—Chitty, J., has, by an order, dated Nov 28, appointed Francis Joseph Saffery, 14, Old Jewry Chbrs, to be official liquidator  
GITTENS, LUCKFOLD, & CO, LIMITED.—North, J., has, by an order, dated Jan 18, appointed John Folland Lovering, 77, Gresham st, to be official liquidator. Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts and claims, to the above. Thursday, March 10, at 1, is appointed for hearing and adjudicating upon the debts and claims  
HERMANN LOOG, LIMITED.—By an order made by North, J., dated Jan 22, it was ordered that Hermann Loog, Limited, be wound up. Goldberg & Langdon, West st, Finsbury circus, solars for petitioners  
H. F. VAN & CO, LIMITED.—North, J., has, by an order, dated Jan 15, appointed John Henry Champness, 57, Moorgate st, to be official liquidator. Creditors are required, on or before March 5, to send their names and addresses and particulars of their debts or claims to the above. Friday, March 18, at 12, is appointed for hearing and adjudicating upon their debts or claims  
JONES LLOYD, LIMITED.—By an order made by North, J., dated Jan 27, it was ordered that Jones Lloyd, Limited, be wound up. Taylor & Co, Field ct, Gray's Inn, solars for petitioners  
LIVERPOOL AND ISLE OF MAN SHIPSTEAM CO, LIMITED.—Kay, J., has, by an order, dated Jan 17, appointed James Kinder Lawton, 23, John Dalton st, Manchester, to be official liquidator  
LONDON, WINDSOR, AND GREENWICH HOTELS CO, LIMITED.—By an order made by Stirling, J., dated Jan 22, it was ordered that the voluntary winding up of the company be continued. Sexton & Morgan, Somerset st, Portman sq, solars for petitioners  
POLYCHROMATIC SIMULTANEOUS PRINTING CO, LIMITED.—By an order made by Stirling, J., dated Jan 22, it was ordered that the company be wound up. Carter & Bell, Idol lane, solars for printer  
TYNEWYDD IRON AND TIN PLATE CO, LIMITED.—By an order made by Chitty, J., dated Jan 21, it was ordered that the voluntary winding up of the company be continued. Few & Co, Surrey st, Strand, solars for petitioner  
COUNTY PALATINE OF LANCASTER.  
LIMITED IN CHANCERY.

JAMES BARKER & SONS, LIMITED.—Petition for winding up, presented Jan 29, directed to be heard before Bristowe, V.C., at 11 on Tuesday, Feb 15, at the Chancery Court, St George's hall, Liverpool. Boots & Edgar, Manchester, solars for petitioners

## CREDITORS' NOTICES.

## CREDITORS UNDER ESTATES IN CHANCERY.

*London Gazette*.—TUESDAY, Jan. 26.

ATTENBOROUGH, RICHARD, Oxford st, Silversmith. Feb 25. Dexter v Attelborough, Kay, J. Wright, Lincoln's-inn-fields  
FALDER, GEORGE, Scotby, Cumberland, Gent. Feb 14. Falder v Falder, North, J. Graham, College-hill  
TAYLOR, THOMAS, RICHARD, Claremont-ter, Kensington. Feb 18. Marshal v Taylor, Kay, J. Miller & Vernon, Moorgate st  
TURLEY, JOHN, Tadcaster, nr Bromsgrove, Worcester. Feb 18. Turley v Featherstone, North, J. Kerwin, Redditch  
WADDINGTON, RICHARD, Bingley, York. Innkeeper. Feb 22. Leadley v Waddington, Stirring, J. Hudson, Warwick st, Gray's inn

*London Gazette*.—FRIDAY, Jan. 28.

DILWORTH, ASH, Grove, Hackney, Boot Manufacturer. Feb 18. Heiber v Dilworth and Butcher v Dilworth, Chitty, J. Biggden, Mare st, Hackney  
HOWARTH, JAMES WALCH, Prestwich, Lancaster. Feb 28. Howarth v Brierley, North, J. Harris, Finsbury circus  
SHEPHERD, RICHARD, Ravenhill rd, Putney, Esq. Feb 26. Shepherd v Shepherd, Chitty, J. Withall & Co, Gt George st, Westminster

*London Gazette*.—TUESDAY, Feb. 1.

MOSHMAN, GEORGE ROBERT, Bradford, York. Solicitor. Feb 26. Popplewell v Milthorpe, Chitty, J. Rawson, Bradford

NOTICES TO CREDITORS UNDER TRUSTEE RELIEF ACT, for insertion in the *London Gazette* or any newspaper, should be sent to Harrison and Sons, Publishers *London Gazette*, 46, St. Martin's-lane, W.C. The Gazette is published every Tuesday and Friday.—[ADVT.]

## UNDER 22 &amp; 23 VICT. CAP. 35.

## LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, Jan. 21.

AKHURST, EDWARD, High Halden, Kent, Potter. Jan 22. Maco & Sons, Tenterden  
ARDEN, PHILIP, Kinderton, Chester, Farmer. Feb 21. Stringer, Sandbach  
ATKINSON, WILLIAM, Morpeth, Northumberland, Gent. Mar 22. Forster & Paynter, Alnwick  
BAGSHAW, JOSEPH, Eaton, Norwich, Marine Store Dealer. Mar 1. Brook, Norwich  
CAMPBELL, JAMES, Fort Bascome, New Mexico, Esq. Feb 20. Lethbridge & Prior, Abingdon st, Westminster  
CROSS, ALFRED, Grantham, Lincoln, Esq. Feb 14. Horn & Francis, Berkeley st, Piccadilly  
CUFF, REV. GEORGE, Fawkham, Kent. Feb 15. Murray & Co, Birchill lane  
DENNY, FREDERICK, Gorleston, Suffolk, Esq. March 2. Watson & Denny, Newcastle upon Tyne  
DONNETHORNE, ELIZA EMILY, Newtown, nr Sydney. Feb 21. Roopers & Whatcley, Lincoln's inn fields  
GODWIN, ANN, Wootton Bassett, Wilts. March 1. Kinned & Tombs, Swindon  
HARRIS, CHARLES, Jowin st, Furrier. Feb 28. Bentwitch, Finsbury pavement  
HUBBESBY, RICHARD NATHAN, Burbage, nr Buxton, Derby, Lieutenant Colonel. Feb 4. Brown & Co, Buxton  
JAMES, REV. JOHN, Lydney on Severn, Gloucestershire. Feb 22. Pearce, Essex st, Strand  
MINDELSOHN, PAUL ALBERT, St Paul's rd, Camden town, Manager. Feb 22. Bentwitch, Finsbury pavement  
MILLOR, JONATHAN, Almondbury, York, Gent. March 5. Sykes & Son, Huddersfield  
OLIVER, ALFRED, Walthamstow, Essex, Licensed Victualler. Feb 1. Gill, Ludgate hill  
QUINLAN, ROBERT, Ingleton, York, General Dealer. March 1. Pearson & Pearson, Kirkby Lonsdale  
RICHARDSON, THOMAS SAMUEL, Bledlow, Buckingham, Labourer. March 1. Phillips & Ford, Windsor  
RUDDIMAN, CAPTAIN THOMAS, Cavendish pl. Feb 18. Hussey & Hulbert, New sq, Lincoln's inn  
SAVILLE, GEORGE, Sheffield, Gent. March 1. Wilson, Sheffield  
STONE, JOHN, Westbury on Trym, Bristol. March 25. Prall & Son, Rochester  
TILLETT, ALEXANDER, Beckenham, Kent, Esq. March 7. Withall & Co, Gt George st, Westminster  
UPTON, ERIC, Coleshill, Warwick, General Dealer. Feb 8. Wallis, Coleshill  
WALLS, MARY, Kingston upon Hull. Jan 21. Pearson, Malton  
WARD, EDWARD, Wrangle, Lincoln, Farmer. April 1. Millington & Simpson, Boston  
WHITTON, CHARLES, Lincoln, Gent. March 19. Tweed & Co, Lincoln  
WILSON, CHARLES MILLER, Cambridge, Assistant. Feb 28. Ginn & Matthew, Cambridge  
WOODALL, JOHN, Withington, Lancaster, Gent. March 1. Innes, Stalybridge

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co, 118, Victoria-st, Westminster (Estab. 1870), who also undertake the Ventilation of Offices, &c.—[ADVT.]

FURNISH ON NORMAN & STACEY'S SYSTEM: No Deposit; 1, 2, or 3 years credit; 60 wholesale firms. Offices, 79, Queen Victoria-st, E.C. Branches at 121, Pall Mall, S.W., & 9, Liverpool-st, E.C. Goods delivered free.—[ADVT.]

## BANKRUPTCY NOTICES.

*London Gazette*.—FRIDAY, Jan. 20.

## RECEIVING ORDERS.

BAKER, STANLEY, Maindee, Mon. Grocer. Newport, Mon. Pet Jan 21. Ord Jan 24  
BEALE, GEORGE, Cambridge rd, Hammersmith, Publican. High Court. Pet Jan 5. Ord Jan 25  
BERNARDO, B., Cavendish rd, Clapham. High Court. Pet Nov 10. Ord Jan 26  
DEATH, MICHAEL, Marylebone rd, Refreshment House Keeper. High Court. Pet Jan 26. Ord Jan 26

**EDWARDS, HENRY**, Crumlin, Mon., Innkeeper. Newport, Mon. Pet Jan 26. Ord Jan 26.

**EVANS, MARY**, Aberystwith, Cardiganshire, Dealer in Fancy Goods. Aberystwith. Pet Jan 24. Ord Jan 24.

**FEATHER, JAMES**, Keighley, Yarn Finisher. Bradford. Pet Jan 24. Ord Jan 24.

**FIELDHOUSE, WALTER NEWELL**, Wibsey, near Bradford, Dyer. Bradford. Pet Jan 24. Ord Jan 24.

**FIELDING, THOMAS**, Lombard st, Director of Fielding Bros., Jewellers. High Court. Pet Jan 10. Ord Jan 26.

**FLEMING, J. C.**, Kentish Town, Licensed Victualler. High Court. Pet Nov 8. Ord Jan 21.

**GAMMON, JOHN**, Huddersfield, General Dealer. Huddersfield. Pet Jan 26. Ord Jan 26.

**GARRETT, GEORGE**, Ryde, I.W., Baker. Newport and Ryde. Pet Jan 22. Ord Jan 22.

**GRAHAM, JOSEPH**, Hadfield, Derby, Tailor. Ashton under Lyne and Stalybridge. Pet Jan 25. Ord Jan 25.

**GRIFFIN, WILLIAM TURBALL**, Napton on the Hill, Warwick, Coal Salesman. Warwick. Pet Jan 25. Ord Jan 25.

**HART, GEORGE**, Prittlewell, Essex, Innkeeper. Chelmsford. Pet Jan 25. Ord Jan 25.

**HANT, JAMES**, Folkestone, Corn Merchants' Agent. Canterbury. Pet Jan 21. Ord Jan 24.

**HAYNES, FREDERICK**, Stamford, Lincoln, Tailor. Peterborough. Pet Jan 24. Ord Jan 24.

**HILL, CHARLES**, Cheltenham, Dyer. Cheltenham. Pet Jan 22. Ord Jan 22.

**JEFFRIES, THOMAS**, Kingswood Hill, Gloucester, Slaughterman. Bristol. Pet Jan 25. Ord Jan 25.

**KELLY, JOSEPH**, Westminster Bridge rd, Boot Manufacturer. High Court. Pet Jan 24. Ord Jan 24.

**KEITH, THOMAS**, High st, Shadwell, Bottle Manufacturer. High Court. Pet Jan 25. Ord Jan 25.

**KNIGHT, ALBERT THOMAS**, Bristol, Baker. Bristol. Pet Jan 26. Ord Jan 26.

**LANGDON, CHARLES**, Truro, Carpenter. Truro. Pet Jan 26. Ord Jan 26.

**LINIE, WILLIAM JAMES**, Burnley, Lancashire, Beamer. Burnley. Pet Jan 26. Ord Jan 25.

**LOCKYER, FRANCIS GEORGE**, Bournemouth, Plumber. Poole. Pet Jan 24. Ord Jan 24.

**MITCHELL, WILLIAM**, jun, Birkdale, Gant. Liverpool. Pet Jan 24. Ord Jan 24.

**PAGE, GEORGE**, jun, Kenilworth, Warwickshire, Hay Merchant. Warwick. Pet Jan 25. Ord Jan 25.

**PEEL, JOHN HENRY**, Nottingham, Grocer. Nottingham. Pet Jan 25. Ord Jan 25.

**RANSCHAERT, FRANCOIS**, High Holborn, Hairdresser. High Court. Pet Jan 24. Ord Jan 24.

**RIDDEN, GEORGE**, East Grinstead, Grocer. Tunbridge Wells. Pet Jan 26. Ord Jan 25.

**RIMMELL, VALENTINE RICHARD**, Swansea, Butcher. Swansea. Pet Jan 25. Ord Jan 25.

**ROBERTS, ABEL**, Llandudno, Carnarvonshire, Builder. Bangor. Pet Jan 24. Ord Jan 24.

**SEKINE, CHARLES**, Bagshot, Builder Kingston, Surrey. Pet Jan 24. Ord Jan 24.

**SMITH, CHARLES**, Melton Mowbray, Bootmaker. Leicester. Pet Jan 22. Ord Jan 22.

**SMITH, THOMAS**, Bristol, Chemist. Bristol. Pet Jan 24. Ord Jan 24.

**TAYLOR, ELLEN**, Batley, Yorks, Smallware Dealer. Dewsbury. Pet Jan 25. Ord Jan 24.

**WIDMANN, HERMANN**, Bishopston, Gloucestershire, Watchmaker. Bristol. Pet Jan 24. Ord Jan 24.

**WILLIAMS, THOMAS**, Liverpool, no occupation. Liverpool. Pet Jan 25. Ord Jan 25.

**WILLIAMS, WILLIAM**, Llanelli, Denbighshire, Farmer. Wrexham. Pet Jan 12. Ord Jan 25.

**WRIGHT, ARCHIBALD**, Newcastle on Tyne, Fruit Merchant. Newcastle on Tyne. Pet Jan 26. Ord Jan 26.

## FIRST MEETINGS.

**AGAR, WILLIAM**, Newcastle under Lyme, Grocer. Feb 4 at 3. North Stafford Hotel, Stoke upon Trent.

**ANDREWS, ROBERT**, Mansfield, Nottingham, Smallware Dealer. Feb 5 at 12. Off Rec. 1, High pavement, Nottingham.

**ARMSTEAD, JOHN**, Sheffield, Accountant. Feb 7 at 12. Off Rec, Figtree lane, Sheffield.

**ASHTON, JOHN THOMAS**, Stalybridge, Cheshire, Draper. Feb 11 at 12.30. Town-hall, Ashton under Lyne.

**BAKER, STANLEY**, Mairdene, Mon., Grocer. Feb 7 at 12. Off Rec, 12, Tredegar pl, Newport, Mon.

**BANUZACHEL, J. S.**, Manchester, Salesman. Feb 10 at 12.30. Off Rec, Ogden's chbrs, Bridge st, Manchester.

**BOURNE, HENRY**, Kidderminster, Letter Carrier. Feb 16 at 2.15. Miller Corbet, Solicitor, Kidderminster.

**BUTCHERS, GEORGE PALLANT**, Paternoster sq, Paternoster row, Publisher. Feb 4 at 11. 38, Carey st, Lincoln's inn.

**EADIE, CHRISTOPHER**, Parkgate, nr Rotherham, Beerhouse Keeper. Feb 7 at 11. Off Rec, Figtreet lane, Sheffield.

**EDWARDS, HENRY**, Crumlin, Mon., Innkeeper. Feb 7 at 12.30. Off Rec, 12, Tredegar pl, Newport, Mon.

**EDWARDSON, HENRY**, Liverpool, Liverpool, Accountant. Feb 8 at 3. Off Rec, 35, Victoria st, Liverpool.

**FORD, F. W.**, Manchester, Brush Manufacturer. Feb 10 at 12. Off Rec, Ogden's chbrs, Bridge st, Manchester.

**GARDNER, THOMAS**, Pendleton, Lancashire, Dairyman. Feb 16 at 11.30. Court house, Encombe pl, Salford.

**GREEN, WILLIAM JOHN**, Nottingham, Bicycle Manufacturer. Feb 5 at 11. Off Rec, 1, High pavement, Nottingham.

**GROVES, GEORGE**, Radcliffe, Lancashire, out of business. Feb 4 at 11. 16, Wood st, Bolton.

**HANWAY, ANDREW WEBSTER**, Moss Side, Manchester, Brewers' Traveller. Feb 16 at 12. Court house, Encombe pl, Salford.

**HAYES, FREDERICK**, Stamford, Lincolnshire, Tailor. Feb 15 at 12. County Court, Peterborough.

**HILL, CHARLES**, Cheltenham, Dyer. Feb 5 at 4.30. County Court, Cheltenham.

**HODGKINS, ROBERT HALL**, Chaddesley Corbett, Worcestershire, Farmer. Feb 16 at 2.30. A. G. Hooper, solicitor, Kidderminster.

**HOLT, THOMAS**, Ashton under Lyne, Cabinet Maker. Feb 14 at 12. Townhall, Ashton under Lyne.

**HUGHES, THOMAS WILLIAMS**, Sarn Melliteyn, Carnarvonshire, Surgeon. Feb 7 at 12. Queen's Head Cafe, Bangor.

**IRVINE, JOSEPH**, Chester, Grocer. Feb 9 at 2. Off Rec, 35, Victoria st, Liverpool.

**JAMES, WILLIAM**, Kenna, Devon, Organist. Feb 5 at 11. Castle of Exeter, at Exeter.

**LAWES, CHARLES HARDY**, Rochdale, Lancashire, Photographer. Feb 10 at 11.30. Off Rec, Ogden's chbrs, Bridge st, Manchester.

**LOCKYER, FRANCIS GEORGE**, Bournemouth, Plumber. Feb 7 at 12.15. Criterion Hotel, Bournemouth.

## ADJUDICATIONS.

**AGAR, WILLIAM**, Newcastle under Lyme, Grocer. Hanley, Burslem, and Tunstall. Pet Jan 22. Ord Jan 24.

**ARMSTEAD, JOHN**, Sheffield, Accountant. Sheffield. Pet Dec 13. Ord Jan 24.

**BAILEY, PAUL**, Cheddleton, Stafford, Stonemason. Macosfield. Pet Jan 18. Ord Jan 26.

**BABUKACHEL, J. S.**, Greenheys, Manchester, Salesman. Manchester. Pet Jan 6. Ord Jan 25.

**BROOK, HARRY DOUGLAS**, Sandown, I.W., Plumber. Newport and Ryde. Pet Jan 18. Ord Jan 21.

**BROWN, JAMES HENRY**, Junction rd, Upper Holloway, Builder. High Court. Pet Jan 19. Ord Jan 26.

**CROAT, JAMES**, Milton next Gravesend, Licensed Victualler. Rochester. Pet Jan 21. Ord Jan 26.

**COOPER, ROBERT**, Nottingham, Grocer. Nottingham. Pet Dec 30. Ord Jan 24.

**DARTWELL, HENRY JAMES**, High st, Poplar, Licensed Victualler. High Court. Pet Dec 31. Ord Jan 26.

**EADES, CHRISTOPHER**, Parkgate, nr Rotherham, Yorks, Beerhouse Keeper. Sheffield. Pet Jan 17. Ord Jan 26.

**EDWARDS, HENRY**, Crumlin, Mon., Innkeeper. Newport, Mon. Pet Jan 26. Ord Jan 26.

**FEATHER, JAMES**, Bradford, Yarn Finisher. Bradford. Pet Jan 24. Ord Jan 25.

**FIELDHOUSE, WALTER NEWELL**, Wibsey, nr Bradford, Dyer. Bradford. Pet Jan 24. Ord Jan 24.

**HART, JAMES**, Folkestone, Coal Merchant. Canterbury. Pet Jan 24. Ord Jan 24.

**HAYNES, FREDERICK**, Stamford, Lincolnshire, Tailor. [Peterborough. Pet Jan 24. Ord Jan 25.

**HILL, CHARLES**, Cheltenham, Dyer. Cheltenham. Pet Jan 22. Ord Jan 24.

**HUTCHINGS, ROBERT COLEMAN**, Wareham, Dorset, Solicitor. Poole. Pet Nov 30. Ord Jan 25.

**KEEN, JOSEPH**, Westminster Bridge rd, Bootmaker. High Court. Pet Jan 21. Ord Jan 24.

**KEITH, THOMAS**, Shadwell, Bottle Maker. High Court. Pet Jan 25. Ord Jan 25.

**LANGDON, CHARLES**, Truro, Carpenter. Truro. Pet Jan 25. Ord Jan 26.

**LANGLEY, THOMAS**, Dover, Baker. Canterbury. Pet Dec 31. Ord Jan 26.

**MARKE, ABRAM MARK**, Wilson st, Finsbury, Manufacturer. High Court. Pet Dec 23. Ord Jan 26.

**PETTIT, ALFRED**, Percival st, Clerkenwell, Cowkeeper. High Court. Pet Jan 17. Ord Jan 24.

**POLLARD, FREDERICK**, Leicester, Iron Moulder. Leicester. Pet Jan 5. Ord Jan 24.

**PURVIS, GEORGINA RACHEL**, Gomshall, Surrey, Widow. Farnham. Pet Jan 20. Ord Jan 20.

**RANSCHAERT, FRANCOIS**, High Holborn, Hairdresser. High Court. Pet Jan 24. Ord Jan 24.

**RHODES, THOMAS ISAAC EDWARD**, Dancer rd, Fulham rd, Journalist. High Court. Pet Jan 6. Ord Jan 24.

**RIMMELL, VALENTINE, RICHARD**, Swansea, Butcher. Swansea. Pet Jan 25. Ord Jan 25.

**SMITH, THOMAS**, Bristol, Chemist. Bristol. Pet Jan 24. Ord Jan 24.

**WIDMANN, HERMANN**, Bristol, Watch Maker. Bristol. Pet Jan 24. Ord Jan 25.

**WILLIAMS, ISAAC**, Porth, Glamorganshire, Grocer. Pontypridd. Pet Jan 7. Ord Jan 24.

**WILLIAMS, THOMAS**, Liverpool, no occupation. Liverpool. Pet Jan 25. Ord Jan 25.

**WILSON, JAMES ROYALANCE**, Heaton Norris, Lancashire, Timber Merchant. Stockport. Pet Jan 22. Ord Jan 24.

**WRIGHT, ARCHIBALD**, Newcastle on Tyne, Fruit Merchant. Newcastle on Tyne. Pet Jan 26. Ord Jan 26.

RECEIVING ORDERS RESCINDED AND ADJUDICATION ANNULLED.

**SCARLE, WILLIAM RAMSAY**, Deptford, Kent, Retired Colonel. Greenwich. Rec Ord Sept 10. Adjud Sept 25, 1886. Rec and Annul Jan 14.

The following Amended Notice is substituted for that published in the London Gazette of Jan 21.

**FERMAN, WILLIAM RICHARD**, Bevington st, North Kensington, Coach Building. High Court. Rec Ord Nov 11. Adjud Dec 3, 1886. Rec and Annul Jan

## ADJUDICATION ANNULLED.

HOMMEE, JOHN ORD. Colton, nr Ulverston, Gent. Ulverston and Barrow in Furness. Adjud Oct 12. Annul Jan 24  
*London Gazette*.—TUESDAY, Feb. 2.

## RECEIVING ORDERS.

BEARD, GEORGE HENRY, New Swindon, Builder. Swindon. Pet Jan 27. Ord Jan 27  
 BOORMAN, WALTER, Gillingham, Kent, Builder. Rochester. Pet Jan 15. Ord Jan 27  
 CHURCH, AARON, Methley, Yorks, Innkeeper. Wakefield. Pet Jan 27. Ord Jan 27  
 COLMORE, GEORGE HENRY, Hathern, Leicestershire, Gent. Leicester. Pet Jan 15. Ord Jan 26  
 COWERN, JOHN, jun., Sharehill, nr Wolverhampton, Miller. Wolverhampton. Pet Jan 20. Ord Jan 20  
 COX, CHARLES LEWES HAMILTON, Grove Hill, Dulwich, Lieutenant. High Court. Pet Jan 16. Ord Jan 27  
 CURTIN, JOHN, Sutton on Hull, Yorks, Brick Manufacturer. Kingston upon Hull. Pet Jan 26. Ord Jan 26  
 DIXON, DAVID, South st, Greenwich, Printer. Greenwich. Pet Jan 26. Ord Jan 26  
 EDWARDS, CHARLES THOMAS, Devonport, Builder. East Stonehouse. Pet Jan 26. Ord Jan 26  
 GODFELLOW, GEORGE, Macclesfield, Stationer. Macclesfield. Pet Jan 29. Ord Jan 29  
 GODFELLOW, ROBERT P., Wavertree, Lancashire, Grocer. Liverpool. Pet Dec 31. Ord Jan 26  
 HAMER, ISABELLA, SAMUEL HAMER, and WILLIAM HAMER, Bolton, Lancashire, Fruiter Merchants. Bolton. Pet Jan 26. Ord Jan 26  
 HAND, JOHN, Oldham, out of business. Bolton. Pet Jan 25. Ord Jan 29  
 HAND, CHARLES ROBERT, Liverpool, Printer. Liverpool. Pet Jan 28. Ord Jan 28  
 HARRIES, GEORGE, Nevland, Builder. Pembroke Dock. Pet Jan 29. Ord Jan 29  
 HARRIS, JAMES, Foxmore st, Cambridge rd, Battersea, Builder. Wandsworth. Pet Jan 2. Ord Jan 27  
 HEATH, JOHN, Twyning, Gloucester, Beerhouse Keeper. Worcester. Pet Jan 29. Ord Jan 29  
 HEMMINGS, GEORGE, St Leonards, Furniture Dealer. Hastings. Pet Jan 27. Ord Jan 27  
 HICKS, JOHN SNAPE, Sale, Cheshire, Manufacturer of Sheetings. Manchester. Pet Jan 27. Ord Jan 27  
 JENKINS, WILLIAM, Port Talbot, Glamorgan, Builder. Neath. Pet Jan 27. Ord Jan 27  
 JONES, JAMES REES, Tonypandy, Glamorgan, Builder. Pontypridd. Pet Jan 26. Ord Jan 26  
 KITCHING, JOHN, Fountain st, Aldermanbury, Mantle Manufacturer. High Court. Pet Jan 29. Ord Jan 29  
 KNIGHT, JOSHUA, Birmingham, Fruiterer. Birmingham. Pet Jan 15. Ord Jan 28  
 LEWIS, ELIJAH JAMES, Sneyd pk, Gloucester, Livery Stables Proprietor. Bristol. Pet Jan 25. Ord Jan 27  
 LIVESLEY, ROBERT, Nottingham, Engineer. Nottingham. Pet Jan 28. Ord Jan 28  
 LUNN, JAMES, and WILLIAM HENRY LUNN, Thorner, nr Leeds, Wheelwrights. York. Pet Jan 27. Ord Jan 27  
 METCALFE, WILLIAM AUSTIN, Flawden bridge, Temple, Barrister at Law. High Court. Pet Dec 31. Ord Jan 26  
 NARBET, JOHN, Narberth, Pembrokeshire, Grocer. Pembroke Dock. Pet Jan 27. Ord Jan 27  
 OPITE, G. St Mary Axe, Commission Agent. High Court. Pet Jan 5. Ord Jan 26  
 POLLARD, ISAAC, Tong st, nr Bradford, Mason. Bradford. Pet Jan 28. Ord Jan 28  
 POTTS, ROBERT, Felling, Durham, Merchant Tailor. Newcastle on Tyne. Pet Jan 28. Ord Jan 28  
 PRITCHARD, ALFRED, and LYDIA PRITCHARD, Abergavenny, Mon, Grocers. Tredegar. Pet Jan 26. Ord Jan 26  
 RIMMER, ALBERT HENRY, Cardiff, Outfitter. Cardiff. Pet Jan 26. Ord Jan 26  
 SEDDON, ROBERT, Lutterworth, Leicestershire, Clerk in Holy Orders. Leicestershire. Pet Jan 25. Ord Jan 25  
 SHEPHERD, WILLIAM, Colchester, Baker. Colchester. Pet Jan 29. Ord Jan 29  
 SPYER, JOHN, Worcester, Fruit Dealer. Worcester. Pet Jan 28. Ord Jan 29  
 STAINTON, MATTHEW, South Shields, Ironfounder. Newcastle on Tyne. Pet Jan 26. Ord Jan 26  
 STEVENS, WARWICK ALAN, Southsea, no occupation. Croydon. Pet Jan 11. Ord Jan 26  
 WHITE, HENRY ABBOTT, ROBERT THOMPSON WHITE, and JOSEPH AUGUSTUS WHITE, High rd, Tottenham, Grocers. Edmonton. Pet Jan 26. Ord Jan 26  
 WHITE, THOMAS YOCLEN, Marston, Bedford, Farmer. Bedford. Pet Jan 27. Ord Jan 28  
 WILD, JOHN, Manchester, Estate Broker. Manchester. Pet Jan 29. Ord Jan 29  
 WOOD, JOHN MEDLEY, Clifton, nr Brighouse, Yorks, Wire Manufacturer. Halifax. Pet Jan 29. Ord Jan 29  
 WOLF, H. DEUMLIN, St James's Club, Piccadilly, Gent. High Court. Pet Dec 17. Ord Jan 27  
 ZOLKE, ELIZA, Southgate, Stationer. Liverpool. Pet Jan 17. Ord Jan 27  
 RECEIVING ORDER RESCINDED AND ADJUDICATION ANNULLED.  
 FORGE, HERBERT, Brighton, Gent. High Court. Ord Jan 26. Adjud March 21, 1886. Recd and Annul Jan 27

## FIRST MEETINGS.

BATEMAN, FREDERICK FOSTER LA TORRE, Torquay, Gent. Feb 9 at 11. Bankruptcy bridge, Portugal st  
 BEALE, GEORGE, Cambridge rd, Hammersmith, Publican. Feb 8 at 2.30. 38, Carey st, Lincoln's Inn  
 BEARD, GEORGE HENRY, New Swindon, Builder. Feb 8 at 11.30. Off Rec, 31, High st, Swindon, Wilts  
 BOORMAN, WALTER, Gillingham, Kent, Builder. Feb 10 at 11.30. Off Rec, High st, Rochester  
 BROWN, JAMES HENRY, Junction rd, Upper Holloway, Builder. Feb 8 at 12. 33, Carey st, Lincoln's Inn  
 COLMORE, GEORGE HENRY, Hathern, Leicestershire, Gent. Feb 8 at 12.30. 26, Friar lane, Leicester  
 DUNN, NOAH, West Bromwich, Staffs, out of business. Feb 14 at 10.30. Court House, Oldbury  
 EVANS, MARY, Aberystwith, Tobacconist. Feb 15 at 2. Townhall, Aberystwith  
 FEATHER, JAMES, Keighley, Yorks, Yarn Finisher. Feb 8 at 8. Off Rec, 31, Manor Row, Bradford  
 FIELDHOUSE, WALTER NEWELL, Wibsey, nr Bradford, Dyer. Feb 8 at 11. Off Rec, 31, Manor Row, Bradford  
 GANNON, JOHN, Huddersfield, General Dealer. Feb 9 at 11. Haigh & Sons, 30, New st, Huddersfield  
 GARRETT, GEORGE, Ryde, I W, Baker. Feb 11 at 12.30. Chamber of Commerce, 145, Cheapside

GOODFELLOW, ROBERT P., Wavertree, Lancs, Grocer. Feb 10 at 2. Off Rec, 26, Victoria st, Liverpool  
 GRAHAM, JOSEPH, Hadfield, Derbyshire, Tailor. Feb 14 at 12.45. Townhall, Ashton under Lyne  
 HAMER, ISABELLA, SAMUEL HAMER, and WILLIAM HAMER, Bolton, Fruit Merchants. Feb 11 at 12. 16, Wood st, Bolton  
 HAND, JOHN, Farnworth, Lancs, out of business. Feb 13 at 11. 16, Wood st, Bolton  
 HARRIS, THOMAS HENRY, Uphill, nr Folkestone, Blacksmith. Feb 11 at 10. 33, St George's st, Canterbury  
 HART, GEORGE, Prittlewell, Essex, Innkeeper. Feb 8 at 10.30. Public Hall, Southend  
 HART, JOHN, Folkestone, Coal Merchant. Feb 10 at 2.30. 73, Sandgate rd, Folkestone  
 HEATH, JOHN, Twyning, Gloucestershire, Beerhouse Keeper. Feb 13 at 10.30. Off Rec, Worcester  
 HICKS, JOHN SNAPE, Sale, Cheshire, Manufacturer of Sheetings. Feb 9 at 11.30. Off Rec, Ogden's chmrs, Bridge st, Manchester  
 HUGHES, WALTER HENRY, and HENRY JAMES GILLILAND, Newport, Mon, Outfitters. Feb 9 at 12. Bankruptcy bridge, Portugal st, Lincoln's Inn  
 HUNTLIFF, WILLIAM CAREY, Weston super Mare, General Dealer. Feb 9 at 12.15. George and Railway Hotel, Victoria st, Bristol  
 JACOBS, JOHN HENRY, Great Eastern st, Filzer Manufacturer. Feb 8 at 2.30. Bankruptcy bridge, Portugal st, Lincoln's Inn fields  
 JEFFRIES, THOMAS, Kingswood hill, Gloucestershire, Slaughterman. Feb 8 at 19. Off Rec, Bank chmrs, Bristol  
 JENKINS, WILLIAM, Port Talbot, Glamorganshire, Builder. Feb 9 at 11.30. Castle Hotel, Neath  
 JONES, WILLIAM JULIAN, Florence rd, Strand Green, Confectioner. Feb 8 at 11. 23, Carey st, Lincoln's Inn  
 LANGDON, CHARLES, Truro, Carpenter. Feb 9 at 12. Off Rec, Boscombe st, Truro  
 LEWIS, ELIJAH JAMES, Sneyd Park, Gloucestershire, Livery Stables Proprietor. Feb 9 at 12.30. Off Rec, Bank chmrs, Bristol  
 LUNE, WILLIAM JAMES, Burnley, Lancashire, Beamer. Feb 10 at 2. Exchange Hotel, Nicholas st, Burnley  
 LUNE, JAMES, and WILLIAM HENRY LUNE, Thorner, nr Leeds, Wheelwrights. Feb 9 at 1. Off Rec, York  
 MARKS, ABRAHAM MARK, Wilson st, Finsbury, Manufacturer. Feb 10 at 11. 33, Carey st, Lincoln's Inn  
 MOYLE, JOSEPH, Broadway, Hammersmith, Chemist. Feb 9 at 2.30. Bankruptcy bridge, Portugal st, Lincoln's Inn fields  
 PEEL, JOHN HENRY, Carrington, Nottingham, Grocer. Feb 8 at 12. Off Rec, 1, High pavement, Nottingham  
 PHILLIPS, WILLIAM, Tewkesbury, Oxfordshire, Farmer. Feb 11 at 11.30. Off Rec, 1, St Aldeas, Oxford  
 POLLARD, ISAAC Tong st, nr Bradford, Mason. Feb 9 at 11. Off Rec, 31, Manor Row, Bradford  
 POTTS, ROBERT, Felling, Durham, Merchant Tailor. Feb 11 at 10.30. Off Rec, Pink lane, Newcastle on Tyne  
 RAMSAERT, FRANCOIS, High Holborn, Hairdresser. Feb 9 at 2.30. 33, Carey st, Lincoln's Inn  
 ROWLANDS, DANIEL, Cardiff, Grocer. Feb 22 at 2. Off Rec, 3, Crookherbtown, Cardiff  
 SEDDON, ROBERT, Lutterworth, Leicestershire, Clerk in Holy Orders. Feb 8 at 12.30. Friar lane, Leicester  
 SHIPFIELD, JOHN, Beswick, nr Manchester, Slipper Manufacturer. Feb 10 at 2.30. Off Rec, Ogden's chmrs, Bridge st, Manchester  
 SPIERS, JOHN, Upper Butts, Worcester, Fruit Dealer. Feb 12 at 11. Off Rec, Worcester  
 STANTON, MATTHEW, South Shields, Ironfounder. Feb 11 at 11. Off Rec, Pink lane, Newcastle on Tyne  
 STANFIELD, ABRAM, Todmorden, Yorks, Farmer. Feb 9 at 1. Queen's Hotel, Todmorden  
 TAYLOR, ELLEN, Batley, Yorks, Smallware Dealer. Feb 8 at 10. Off Rec, Bank chmrs, Batley  
 THAIN, HENRY JOHN, Ball's pond rd, Islington, Leather Seller. Feb 9 at 12. 33, Carey st, Lincoln's Inn  
 TOY, ARTHUR HENRY, Birmingham, Brassfounder. Feb 9 at 11. Off Rec, Birminham  
 UNDERWOOD, ALBERT LEOPOLD, Eastcheap bridge, Portugal st, Lincoln's Inn  
 Feb 10 at 2.30. Bankruptcy bridge, Portugal st, Lincoln's Inn  
 WAUGH, WILLIAM, Great Grimsby, Hatter. Feb 9 at 12. Off Rec, 2, Haven st, Great Grimsby  
 WESTROP, WALLS, Sheffield, Grocer. Feb 9 at 11.30. Off Rec, Figgis lane, Sheffield  
 WHITEHEAD, THOMAS SUNTER, Stockton on Tees, Soda Water Manufacturer. Feb 11 at 11. Off Rec, 2, Albert rd, Middlesbrough  
 WOFFENDALE, GILBERT AUGUSTINE, and GREGORY WOFFENDALE, Millman st, Guilford st, Grocers. Feb 10 at 11. Bankruptcy bridge, Portugal st, Lincoln's Inn  
 WOOD, JOHN MEDLY, Brighouse, Wire Manufacturer. Feb 11 at 11. Off Rec, Halifax  
 The following amended notice is substituted for that published in the *London Gazette* of Jan 21.  
 NELSON, RICHARD JOHN, Middleborough, out of business. Jan 21 at 11. Off Rec, York

## ADJUDICATIONS.

ANGOOD, JOHNSON, Chatteris, Cambridgeshire, Farmer. Peterborough. Pet Jan 6. Ord Jan 29  
 BAILEY, HENRY, jun., Marwood, Devon, Gent. Barnstaple. Pet Oct 15. Ord Jan 27  
 BOORMAN, WALTER, Rainham, Kent, Builder. Rochester. Pet Jan 15. Ord Jan 26  
 CHURCH, AARON, Methley, Yorks, Innkeeper. Wakefield. Pet Jan 27. Ord Jan 27  
 COX, CHARLES LEWES HAMILTON, Grove Hill, Dulwich, Lieutenant. High Court. Pet Jan 16. Ord Jan 27  
 COWERN, JOHN, jun., Sharehill, nr Wolverhampton, Miller. Wolverhampton. Pet Jan 25. Ord Jan 29  
 DEATH, MICHAEL, Marylebone rd, Refreshment House Keeper. High Court. Pet Jan 26. Ord Jan 26  
 DUTTON, JOSEPH, Middle Salop, Farmer. Shrewsbury. Pet Jan 8. Ord Jan 28  
 EVANS, MARY, Aberystwith, Cardiganshire, Tobacconist. Aberystwith. Pet Jan 24. Ord Jan 29  
 FISKE, JAMES SCOURLE, Wharf rd, City rd, Dyer. High Court. Pet Jan 20. Ord Jan 20  
 GANNON, JOHN, Huddersfield, General Dealer. Huddersfield. Pet Jan 28. Ord Jan 27  
 GRAHAM, JOSEPH, Hadfield, Derbyshire, Tailor. Ashton under Lyne and Stalybridge. Pet Jan 26. Ord Jan 27  
 HALL, JAMES, Sheffield, Commission Agent. Derby. Pet Jan 17. Ord Jan 28  
 HAMER, ISABELLA, SAMUEL HAMER, and WILLIAM HAMER, Bolton, Fruit Merchants. Bolton. Pet Jan 26. Ord Jan 26  
 HICKS, JOHN SNAPE, Manchester, Maker of Sheetings. Manchester. Pet Jan 27. Ord Jan 29

HUNTLEY, WILLIAM CAREY, Weston super Mare, General Dealer. Bridgwater. Pet Jan 22. Ord Jan 28  
 JONES, JAMES REES, Tonypandy, Glam., Builder. Pontypridd. Pet Jan 26. Ord Jan 26  
 KNIGHT, JOSHUA, Birmingham, Fruiterer. Birmingham. Pet Jan 15. Ord Jan 28  
 LINE, WILLIAM JAMES, Burnley, Beamer. Burnley. Pet Jan 25. Ord Jan 27  
 LITTLEWOOD, GEORGE ORLANDO, Gravesend, Draper. Rochester. Pet Jan 13. Ord Jan 28  
 LIVESLEY, ROBERT, Nottingham, Engineer. Nottingham. Pet Jan 28. Ord Jan 28  
 LOCKER, FRANCIS GEORGE, Bournemouth, Plumber. Poole. Pet Jan 24. Ord Jan 27  
 LUNN, JAMES, and WILLIAM HENRY LUNN, Thorner, nr Leeds, Wheelwrights. York. Pet Jan 27. Ord Jan 27  
 MORRIS, THOMAS, Walcote, Leicestershire, Farmer. Leicester. Pet Jan 5. Ord Jan 27  
 PAGE, GEORGE, Jun, Kenilworth, Warwickshire, Hay Merchant. Warwick. Pet Jan 24. Ord Jan 27  
 PHILLIPS, WILLIAM, Tettenhall, Oxfordshire, Farmer. Aylesbury. Pet Jan 13. Ord Jan 29  
 RIDDEN, GEORGE, East Grinstead, Grocer. Tunbridge Wells. Pet Jan 25. Ord Jan 28  
 RIMMEE, ALBERT HENRY, Cardiff, Outfitter. Cardiff. Pet Jan 26. Ord Jan 26  
 SMITH, BIRCH, Halifax, Cabinet Maker. Halifax. Pet Jan 14. Ord Jan 28  
 SPIERS, JOHN, Worcester, Fruit Dealer. Worcester. Pet Jan 29. Ord Jan 29  
 TOMPKINS, CHARLES, Charles st, Hatton gdn, Butcher. High Court. Pet Jan 21. Ord Jan 29  
 WAUGH, WILLIAM, Gt Grimsby, Hatter. Gt Grimsby. Pet Jan 17. Ord Jan 28  
 WHITE, THOMAS YOXEN, Marston, Beds, Farmer. Bedford. Pet Jan 27. Ord Jan 28  
 WHITEHEAD, THOMAS SUNTER, Stockton on Tees, Soda Water Manufacturer. Stockton on Tees and Middlesbrough. Pet Jan 17. Ord Jan 21

WILCOX, ALFRED, Birmingham, Jeweller. Birmingham. Pet Dec 20. Ord Jan 27  
 WILCOX, HENRY, Plymouth, Aerated Water Manufacturer. East Stonehouse. Pet Jan 19. Ord Jan 21  
 WOOD, JOHN MEDLEY, Brighouse, Yorks, Wire Manufacturer. Halifax. Pet Jan 29. Ord Jan 29  
 YEXLEY, FREDERICK, White Horse st, Stepney, Hotel Keeper. High Court. Pet Dec 22. Ord Jan 27

## ADJUDICATION ANNULLED.

ROGERS, CHARLES, Ashton under Lyne, Grocer. Preston. Adjud July 3. Annul Jan 25

The Subscription to the SOLICITORS' JOURNAL is—TOWN, 26s. 6d.; COUNTRY, 28s. 6d.; with the WEEKLY REPORTER, 53s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

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## APPOINTMENT OF SOLICITOR.

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Particulars of the duties will be sent to applicants (Solicitors) on a written application to me at the Board's Offices, Coombe Croft House, High-road, Tottenham.

Applications enclosed "Solicitor" must be received at the Board's Offices at or before noon on the 22nd February, 1887.

By order,  
 EDWARD CROWNE,  
 Clerk to the Board.  
 Tottenham, 2d February, 1887.

LAW.—County Courts.—Advertiser (27), having six years' experience (thorough) in office, residing 2,000 yards, desires similar appointment or other position of Trust; town and country references; security if required.—SELWYN, 3, Montpelier-row, Brompton, S.W.

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Winchester House, Old Broad-street, E.C.  
 Rt. Hon. E. PLEYDELL BOURVIE, Chairman.

Sir SYDNEY H. WATERLOW, Bart., Deputy-Chairman. Policies are now being issued by this Corporation insuring Mortgages of Freehold and Leasehold Property, holders of Mortgage Debentures and Debenture Stock, against loss of principal and interest.

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For particulars and conditions of Insurance apply to the Secretary. By order,  
 JAS. C. PRINSEP, Secretary.

January 6, 1887.

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 £200,000 paid up. Reserve Fund, £12,000.

The Company's loans are limited to first-class freehold mortgages. The Debenture issue is limited to the uncalled capital.

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 W. K. GRAHAM, Esq. THOS. RUSSELL, Esq.  
 FALCONER LARKWORTHY, Esq. C.M.G.  
 ARTHUR M. MITCHISON, Esq. Sir EDWARD W. STAPFORD, K.C.M.G.

Chairman of Colonial Board—  
 The Hon. Sir FREDK. WHITAKER, C.M.G., M.L.C., late Premier of New Zealand.

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## INCOME &amp; FUNDS (1886):—

Fire Premiums ..	..	..	£577,000
Life Premiums ..	..	..	191,000
Interest... ..	..	..	132,000
Accumulated Funds ..	..	..	£3,134,000

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